LOAN SALE AND ASSIGNMENT AGREEMENT

This Loan Sale and Assignment Agreement ("AGREEMENT") is effectively dated as of November 1, 2003, by and between MBC Leasing Corp., a Maryland corporation ("ASSIGNOR"), and Storage Transfer, LLC, a Pennsylvania limited liability company ("ASSIGNEE"). The ASSIGNOR, pursuant to this AGREEMENT, has agreed to assign, transfer and set over to the ASSIGNEE, without recourse, warranty, representation or guaranty of any kind except as set forth below, all of the ASSIGNOR'S rights, title and interest in and to the "ASSIGNED DOCUMENTS, as defined in Recital 5 below and the loan evidenced thereby ("LOAN") and the ASSIGNEE has agreed to purchase the ASSIGNED DOCUMENTS and the LOAN on the terms and conditions set forth below.

RECITALS:

- R1. Pursuant to a \$35,000,000.00 Term Loan Promissory Note dated as of November 20, 1997 from Emerald Equipment Leasing, Inc. ("BORROWER") to the order of the ASSIGNOR (the "NOTE") and a Loan and Security Agreement dated as of November 20, 1997 by and between the BORROWER and the ASSIGNOR (the "LOAN AGREEMENT"), as amended by an Amendment to Loan and Security Agreement made as of December 31, 1997 by and between the BORROWER and the ASSIGNOR ("FIRST LOAN AMENDMENT") and a Second Amendment to Loan and Security Agreement made as of August 26, 1998 by and between the BORROWER and the ASSIGNOR ("SECOND LOAN AMENDMENT"), the ASSIGNOR extended a loan ("LOAN") in the maximum principal amount of Thirty-Five Million Dollars (\$35,000,000.000) to the BORROWER.
- R2. The indebtedness owed under the LOAN is secured by: (a) the liens and security interests granted by the BORROWER to the ASSIGNOR pursuant to the LOAN AGREEMENT; and b) the liens and security interests granted by the BORROWER to the ASSIGNOR in an Assignment of Lease As Security made as of November 20, 1997 by and between the BORROWER and the ASSIGNOR ("LEASE ASSIGNMENT").
- R3. To perfect the security interests granted by the BORROWER in the LOAN AGREEMENT, ASSIGNOR had its lien noted on the titles to approximately six thousand (6,000) chassis. In addition, ASSIGNOR filed:
 - Personal Property Mortgages and Affidavits ("MORTGAGES") in Puerto Rico;
 - Financing Statement No. 199739486 filed on November 19, 1997 with the Delaware Secretary of State listing Emerald as Debtor and MBC as Secured Party;
 - Financing Statement No. 1803975 filed on November 26, 1997 with the New Jersey Secretary of State listing Emerald as Debtor and MBC as Secured Party;
 - d. Financing Statement No. 1804536 filed on December 3, 1997 with the New

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- Jersey Secretary of State listing Emerald as Debtor and MBC as Secured Party;
- e. Financing Statement No. 28240001 filed on November 19, 1997 with the Pennsylvania Secretary of the Commonwealth listing Emerald as Debtor and MBC as Secured Party;
- f. Financing Statement No. 97 6000 filed on November 19, 1997 with the Philadelphia County Prothonotary listing Emerald as Debtor and MBC as Secured Party; and
- g. Financing Statement No. ST97-3760 filed on November 19, 1997 with the Chester County, PA Prothonotary listing Emerald as Debtor and MBC as Secured Party (collectively, "FINANCING STATEMENTS").

R4. To perfect the security interests granted by the BORROWER in the LEASE ASSIGNMENT, ASSIGNOR: (a) filed the FINANCING STATEMENTS; (b) maintained continuous possession of the original Equipment Lease Agreement made as of November 18, 1997 by and between BORROWER, as lessor, and NPR, Inc. and Holt Cargo Systems, Inc., as lessees, the Amendment to Equipment Lease Agreement made as of December 31, 1997 by and among the BORROWER, NPR, Inc. ("NPR"), Holt Cargo Systems, Inc. ("CARGO"), the ASSIGNOR, The Holt Group, Inc. ("HGI"), Holt Hauling and Warehousing Systems, Inc. ("HAULING"), Wilmington Stevedores, Inc. ("WILMINGTON"), Murphy Marine Services, Inc. ("MURPHY"), The Riverfront Development Corporation ("RIVERFRONT"), NPR Holding Corporation ("HOLDING"), NPR-Navieras Receivables, Inc. ("NAVIERAS"), and NPR S.A., Inc. ("NSI"), and the Second Amendment to Equipment Lease Agreement made as of August 26, 1998 by and among the BORROWER, NPR, CARGO, the ASSIGNOR, HGL, HAULING, WILMINGTON, MURPHY, RIVERFRONT, HOLDING, NAVIERAS, NSI, NPR S.A., Inc., San Juan International Terminals, Inc., and SJIT, Inc.(collectively, "LEASE"); and (c) obtained NPR's and CARGO's acknowledgment of the assignment of the LEASE in a Lessees' Notice, Consent, and Acknowledgment made as of November 20, 1997 ("LESSEE'S CONSENT"), and an Acknowledgment and Ratification By Lessees dated ___ August, 1998 ("LESSEE'S RATIFICATION").

R5. The NOTE, the LOAN AGREEMENT, the FIRST LOAN AMENDMENT, the SECOND LOAN AMENDMENT, the LEASE ASSIGNMENT, the MORTGAGES, the FINANCING STATEMENTS, the LESSEES' CONSENT, and the LESSEES' RATIFICATION are hereafter referred to collectively as the "ASSIGNED DOCUMENTS."

WITNESSETH:

NOW, THEREFORE, in consideration of these premises, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. <u>Recitals</u>. The Recitals set forth above are true and accurate in every respect and are hereby incorporated into this AGREEMENT by reference.

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- 2. Assignee's Agreement To Purchase The Loans And The Loan Documents. The ASSIGNEE agrees to purchase the LOAN and the ASSIGNED DOCUMENTS from the ASSIGNOR on the date of execution of this AGREEMENT, which date shall be no later than November _____, 2003 ("CLOSING DEADLINE"), for the sum of: (a) Six Hundred Fifty Thousand Dollars (\$650,000.00) ("CASH PORTION"); plus (b) the "SEA STAR PORTION," as defined in Section 3 (collectively, "PURCHASE PRICE"). By executing this AGREEMENT, the ASSIGNEE confirms its agreement to purchase the LOAN and the ASSIGNED DOCUMENTS from the ASSIGNOR, prior to the CLOSING DEADLINE, for a sum equal to the PURCHASE PRICE and pursuant to the other terms and conditions set forth herein.
- 3. Sea Star Portion. The BORROWER alleges that Sea Star Lines, LLC ("SEA STAR") is indebted to the BORROWER for the use of certain equipment securing payment of the LOAN ("EMERALD EQUIPMENT"). ASSIGNOR contends that all accounts, chattel paper, contract rights, documents, general intangibles, and instruments arising from any of the EMERALD EQUIPMENT, including any amounts due from SEA STAR to the BORROWER ("RENT") is ASSIGNOR'S collateral as well. ASSIGNEE agrees to remit to ASSIGNOR as additional consideration for the sale of the LOAN ASSETS twenty percent (20%) of the net amount, after deduction of reasonable attorneys' fees and other reasonable collection expenses, of any RENT collected from SEA STAR or any amount paid by SEA STAR in settlement of claims for RENT and received by ASSIGNEE ("SEA STAR PORTION"). Payments of the SEA STAR PORTION to ASSIGNOR shall be made within five (5) business days after receipt by ASSIGNEE of any payment of RENT or payment in settlement of RENT. The ASSIGNEE'S obligation to pay the SEA STAR PORTION shall not terminate on the maturity date of the PURCHASE NOTE, but shall continue for so long as any claims for RENT remain outstanding and unresolved.
- 4. Examination Of Assigned Documents. The ASSIGNEE acknowledges that it has examined, or had an opportunity to and chose not to examine, copies of each of the ASSIGNED DOCUMENTS prior to the execution of this AGREEMENT.
- 5. Sale Of Loans And Assigned Documents To ASSIGNEE. If: (i) this AGREEMENT is appropriately executed, and acknowledged by the ASSIGNEE and delivered to the ASSIGNOR; (ii) the ASSIGNEE remits to ASSIGNOR by certified check or wire transfer the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) on or before the CLOSING DEADLINE to be applied to the CASH PORTION of the PURCHASE PRICE; and (iii) the ASSIGNEE delivers a promissory note in the amount of Four Hundred Thousand Dollars (\$400,000.00) in the form attached hereto as Exhibit A ("PURCHASE NOTE") to ASSIGNOR to evidence ASSIGNEE'S obligation to pay the balance of the CASH PORTION of the PURCHASE PRICE on or before the CLOSING DEADLINE, the ASSIGNOR shall be deemed to have sold, assigned, and transferred to the ASSIGNEE, without recourse, warranty, representation, or guaranty of any kind, other than as specifically provided for in Section 7 of this AGREEMENT, all of the ASSIGNOR's right, title, and interest in and to the LOAN, the ASSIGNED DOCUMENTS, all of ASSIGNOR'S existing property and interests in collateral securing the LOAN (excluding, however, ASSIGNEE'S interest in the collateral that is the subject of "PENDING SALES"

as hereafter defined) and the proceeds of such PENDING SALES), and all existing claims against the BORROWER (collectively, "LOAN ASSETS"). If, however, the ASSIGNEE fails to remit to ASSIGNOR by certified check or wire transfer the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) on or before the CLOSING DEADLINE or fails to deliver the PURCHASE NOTE on or before the CLOSING DEADLINE, then the ASSIGNOR's agreement to sell the LOAN ASSETS to the ASSIGNEE pursuant to the terms and conditions of this AGREEMENT shall be null, void, and of no further force and effect. As used herein, the term "PENDING SALES" means, collectively: (a) the sales of EMERALD EQUIPMENT listed on Exhibit B-1 in which the bill of sale or schedule thereto is dated on or before October 31, 2003, but the proceeds were received by the ASSIGNOR after October 31, 2003; and (b) the sales of EMERALD EQUIPMENT listed on Exhibit B-2 for which the ASSIGNOR received the proceeds on or before October 31, 2003, but for which the ASSIGNOR had not yet delivered certificates of title or other documents necessary to convey the EMERALD EQUIPMENT to the purchasers prior to the November 1, 2003 effective date of this AGREEMENT.

6. <u>Indemnification; Expense Allocation; Sea Star Claims</u>.

Sea Star Indemnification. Pursuant to an Indemnity Agreement dated as of September 20, 2002 ("SEA STAR INDEMNITY"), ASSIGNOR agreed that if any trustee appointed in the case under the United States Bankruptcy Code pending in the United States Bankruptcy Court for the District of Delaware (the "BANKRUPTCY COURT") and known as "Inre MUMA Services, Inc. (f/k/a Murphy Marine Services, Inc), Case Nos. 01-00926 through 01-00950 (Jointly Administered)" ("BANKRUPTCY CASE"), any party named as a defendant in any interpleader action instituted by SEA STAR in the BANKRUPTCY CASE, the Official Committee of Unsecured Creditors in the BANKRUPTCY CASE, BORROWER, NPR, CARGO, or any party claiming through or under them (jointly and severally, "COMPETING CLAIMANTS") asserted any claim, cause of action, liability, or damages against SEA STAR relating to any COMPETING CLAIMANT'S alleged entitlement to compensation for use of EMERALD EQUIPMENT during any period for which SEA STAR had paid ASSIGNOR pursuant to the SEA STAR INDEMNITY (a "PROCEEDING"), ASSIGNOR would defend the PROCEEDING at its expense. ASSIGNOR further agreed that if the BANKRUPTCY COURT or any other court of competent jurisdiction (a "COURT") determined in a PROCEEDING that a COMPETING CLAIMANT was entitled to be compensated for use of any EMERALD EQUIPMENT for any period for which SEA STAR had paid ASSIGNOR pursuant to the SEA STAR INDEMNITY, within five (5) business days after receipt by ASSIGNOR of written demand by SEA STAR, ASSIGNOR would remit to SEA STAR by certified check, cashier's check, or wire transfer: (a) the lesser of. (i) the amount to which the COURT determined the COMPETING CLAIMANT was entitled for that period; or (ii) the amount paid by SEA STAR to ASSIGNOR pursuant to the SEA STAR INDEMNITY for use of the pertinent item or items of EMERALD EQUIPMENT during that period (the "INDEMNITY PRINCIPAL AMOUNT"); plus (b) any interest on any INDEMNITY PRINCIPAL AMOUNT that a COURT determined was due to a COMPETING CLAIMANT. ASSIGNEE agrees that only in the event that MBC is obligated to indemnify SEA STAR under the SEA STAR INDEMNITY as a result of a PROCEEDING in which the COMPETING CLAIMANT is the ASSIGNEE, EMERALD or a

successor or assign of the ASSIGNEE or EMERALD (an "EMERALD CLAIMANT"), within five (5) business days after written demand by ASSIGNOR, ASSIGNEE will remit to ASSIGNOR by certified check or wire transfer the sum of: (a) any amount due from ASSIGNOR to SEA STAR under the SEA STAR INDEMNITY; plus (b) the amount of any costs or expenses, including reasonable attorneys' fees, incurred by ASSIGNOR in defending against any claim by such EMERALD CLAIMANT or in defending any claim asserted by SEA STAR under the SEA STAR INDEMNITY arising out of the claim of such EMERALD CLAIMANT; minus (c) the amount of any SEA STAR PORTION attributable to use of the pertinent item or items of EMERALD EQUIPMENT during the period that is the subject of such EMERALD CLAIMANT'S claim, if any, that the ASSIGNEE has paid to the ASSIGNOR. For purposes of illustration, if a COURT awards a particular EMERALD CLAIMANT One Hundred Fifty Dollars (\$150.00) for use of container number XXX for the period of May 1, 2001 through May 4, 2001, ASSIGNEE has collected One Hundred Dollars (\$100.00) in RENT from SEA STAR, net of collection expenses, for use of that same container during the same period and has remitted Twenty Dollars (\$20.00) to ASSIGNOR, within five (5) business days after demand by ASSIGNOR, ASSIGNEE shall remit to ASSIGNOR One Hundred Thirty Dollars (\$130.00) plus the amount of any costs or expenses, including reasonable attorneys' fees, incurred by ASSIGNEE in defending against the claim by such EMERALD CLAIMANT or in defending any claim asserted by SEA STAR under the SEA STAR INDEMNITY arising out of the claim of such EMERALD CLAIMANT.

- 6.2. Miscellaneous Indemnification The ASSIGNEE shall pay, within five (5) business tlays after demand by ASSIGNOR, and shall indemnify and hold the ASSIGNOR harmless against, all costs and expenses of storing, insuring, maintaining, repairing, selling, or preparing for sale any of the EMERALD EQUIPMENT, including, without limitation, charges of Greenwich Terminals, LLC, incurred on or after November 1, 2003. ASSIGNOR shall use reasonable efforts to deliver: (a) Maine registrations; or (b) certificates of title or other documents necessary to convey the EMERALD EQUIPMENT to the purchaser in any transaction listed on Exhibit B-2. If the ASSIGNOR is: (a) unable to deliver Maine registrations or certificates of title or other documents necessary to convey the EMERALD EQUIPMENT to the purchaser in any transaction listed on Exhibit B-2; or (b) is able to deliver only Maine registrations and Maine registrations are not acceptable to the purchaser, the ASSIGNEE shall, upon request of the purchaser or the ASSIGNOR, either: (a) refund to the purchaser the purchase price previously paid to the ASSIGNOR as reflected on Exhibit B-2; or (b) deliver to such purchaser certificates of title or other documents necessary to convey to the purchaser substitute EMERALD EQUIPMENT acceptable to the purchaser. The ASSIGNEE shall indemnify and hold the ASSIGNOR harmless against, any and all claims asserted against the ASSIGNOR by purchasers in transactions listed on Exhibit B-2 and all costs and expenses incurred by the ASSIGNOR in connection with such claims, including reasonable attomeys' fees.
- 6.3. No Competing Claim Against Sea Star. ASSIGNEE agrees not to assert any entitlement to compensation from SEA STAR for use of EMERALD EQUIPMENT during any period for which SEA STAR had paid ASSIGNOR pursuant to the SEA STAR INDEMNITY.

- 7. Representations And Warranties By ASSIGNOR. The ASSIGNOR represents and warrants to the ASSIGNEE as follows:
- According to the ASSIGNOR'S books and records, as of October 31, 2003, the a. amount of advanced and unpaid principal due and owing by the BORROWER in connection with the LOAN is Two Million Eight Hundred Ninety-Two Thousand Six Hundred Sixty-Two Dollars and Sixteen Cents (\$2,892,662.16), the amount of late charges due is Eight Hundred Twenty-One Thousand Nine Hundred Sixty-Nine Dollars and Seventy-Three Cents (\$821,969.73), and the amount of accrued and unpaid interest due and owing is Nine Hundred Fifteen Thousand Five Hundred Thirty-Two Dollars and Sixty-One Cents (\$915,532.61). The interest per diem for the LOAN is Seven Hundred Thirty-Four Dollars and Fifty-Six Cents (\$734.56). However, the BORROWER may make additional payments on account of the LOAN after the date of this AGREEMENT and prior to the purchase of the LOAN ASSETS by the ASSIGNEE or ASSIGNOR may receive proceeds of PENDING SALES which will affect both the principal balance due and the rate at which interest accrues thereon. Furthermore, the ASSIGNOR is holding unapplied proceeds of sale of EMERALD EQUIPMENT pending receipt and payment of bills for expenses incurred before the November 1, 2003 effective date of this AGREEMENT that are the responsibility of the ASSIGNOR under this AGREEMENT and the responsibility of the BORROWER under the ASSIGNED DOCUMENTS. Following receipt and payment of such bills, the ASSIGNOR shall report to the ASSIGNEE the amount of the remaining unapplied cash, which ASSIGNOR warrants will not exceed Ninety Thousand Dollars (\$90,000.00), and that amount shall be deemed to have been received by the ASSIGNEE and applied to reduce the balance due on the LOAN. At the time of the purchase of the LOAN ASSETS by the ASSIGNEE, the ASSIGNOR shall provide the ASSIGNEE with a further representation as to the balance due on the LOAN as of the date of such representation.
- b. The ASSIGNOR has good title to, and is the sole owner of, each of the LOAN ASSETS, and the ASSIGNOR has not transferred, assigned, or hypothecated its interest in any of the LOAN ASSETS except that ASSIGNOR has sold participations in the LOAN to parties who have authorized ASSIGNOR to transfer the LOAN ASSETS to the ASSIGNEE on the terms and conditions set forth in this AGREEMENT.
- The ASSIGNOR has full power and authority to execute, deliver, and perform its obligations under this AGREEMENT and all documents executed in connection herewith, and to sell the LOAN ASSETS to the ASSIGNEE, and the officer executing and delivering this AGREEMENT and any other documents in connection herewith on behalf of the ASSIGNOR has been duly authorized to do so, and this AGREEMENT and all such documents are (or shall be, upon execution and delivery) valid and binding obligations of the ASSIGNOR, enforceable against the ASSIGNOR in accordance with their respective terms.
- d. Exhibits B-1, B-2, and C are, collectively, a true, complete, and accurate generic listing of all equipment in which EMERALD granted the ASSIGNOR security interests in the LOAN

AGREEMENT that ASSIGNOR has sold or agreed to sell pursuant to Article 9 of the <u>Uniform Commercial Code</u>.

- e. Exhibit D is a true, complete, and accurate list of all items of equipment in which EMERALD granted the ASSIGNOR security interests in the LOAN AGREEMENT for which ASSIGNOR had original certificates of title reflecting EMERALD as owner and the ASSIGNOR as lienholder in its possession as of October 31, 2003. Since October 31, 2003, the ASSIGNOR has relinquished or agreed to relinquish certificates of title to items of equipment listed on Exhibit D only in sale transactions, the proceeds of which will be applied to the CASH PORTION of the PURCHASE PRICE.
- 8. Representations And Warranties By ASSIGNEE. In addition to the representations and warranties in Sections 11 and 22 of this AGREEMENT, the ASSIGNEE represents and warrants to the ASSIGNOR as follows:
- a. The ASSIGNEE has full power and authority to execute, deliver, and perform its obligations under this AGREEMENT and all documents executed in connection herewith, and to purchase the LOAN ASSETS from the ASSIGNOR, and this AGREEMENT and all such documents are (or shall be, upon execution and delivery) valid and binding obligations of the ASSIGNEE, enforceable against the ASSIGNEE in accordance with their respective terms.
- b. The ASSIGNEE is represented by counsel of its choice and has exercised its own independent judgment, as determined by it to be necessary and advisable, in its decision to enter into this AGREEMENT.
- c. The ASSIGNEE has reviewed copies of each of the ASSIGNED DOCUMENTS prior to executing this AGREEMENT or has been afforded an opportunity to review such documents and elected not to do so.
- d. The ASSIGNEE has not relied on any representations or warranties by the ASSIGNOR regarding the enforceability of the ASSIGNED DOCUMENTS, the creditworthiness of the BORROWER, the existence, nature, or value of any collateral for the LOAN, the existence, validity, or priority of any liens securing the LOAN, or any other matter not specifically set forth in Section 5 above.
- e. The ASSIGNEE (either alone or with the ASSIGNEE's attorneys, accountants, or other advisors) possesses the requisite business and investment knowledge and experience to evaluate the potential risks and merits of its purchase of the LOAN ASSETS.
- f. The ASSIGNEE has sufficient financial ability and net worth to bear the economic risk of its investment in the LOAN ASSETS for an indefinite period of time and to withstand a total loss of such investment.

- g. The ASSIGNEE is purchasing the LOAN ASSETS for his own account and not with a view toward transferring the LOAN ASSETS to any other party.
- h. The ASSIGNEE acknowledges that none of the LOAN ASSETS has been registered under any securities laws and agrees that he will not sell or transfer any of the LOAN ASSETS except in accordance with any applicable securities laws or in a transaction exempt from all securities laws.
- 9. <u>Closing</u>. The parties hereto agree that they shall do the following things in the following order:
- a. Prior to the CLOSING DEADLINE, the ASSIGNEE shall execute and deliver the original AGREEMENT to the ASSIGNOR;
- b. The ASSIGNEE shall pay the CASH PORTION of the PURCHASE PRICE by remitting the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to ASSIGNOR by certified check or wire transfer and delivering to the ASSIGNOR the PURCHASE NOTE;
- c. The ASSIGNEE shall then execute and deliver to the ASSIGNOR a Security Agreement in the formattached hereto as Exhibit "E" and incorporated by reference herein and such other documents as the ASSIGNOR may require to secure the ASSIGNEE'S obligations to the ASSIGNOR under the PURCHASE NOTE and authorize ASSIGNOR to file Financing Statements in the form attached hereto as Exhibit "F" and incorporated by reference herein;
- d. The ASSIGNOR shall execute and deliver to the ASSIGNEE, on or before the CLOSING DEADLINE, a fully executed copy of the AGREEMENT and the original NOTE endorsed as follows:

"For value received, pay to the order of Storage Transfer, LLC, without recourse, representation, warranty, or guaranty of any kind, other than as set forth in Section 7 of the Loan Sale and Assignment Agreement dated as of November 1, 2003 by and between MBC Leasing Corp., a Maryland corporation, and Storage Transfer, LLC."

	LEASING CORP., aryland Corporation		
. Ву:	Name:Title:	(SEA	L)
	Date:		

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- e. The ASSIGNOR shall execute and deliver to the ASSIGNEE such additional documents as are reasonably necessary to transfer ownership of the LOAN ASSETS to the ASSIGNEE, including UCC-3 assignments of the FINANCING STATEMENTS, provided, however, that nothing in this AGREEMENT shall require the ASSIGNOR to release its lien on any piece of EMERALD EQUIPMENT that is titled except upon: (a) payment in full of the CASH PORTION of the PURCHASE PRICE; (b) sale of such EMERALD EQUIPMENT by the ASSIGNEE; or (c) (i) sale of such EMERALD EQUIPMENT by the BORROWER; and (ii) the written request of the ASSIGNEE.
- f. The ASSIGNOR shall deliver to the ASSIGNEE all executed originals of the ASSIGNED DOCUMENTS; and
- g. The ASSIGNEE shall then execute and deliver to the ASSIGNOR a fully executed original Acknowledgment of Receipt of Original Loan Documents.

The occurrence of all of the events listed in this Section 9 shall be referred to as the "CLOSING."

- 10. Agreement to Pay Assignor's Expenses. The ASSIGNEE shall pay all out-of-pocket expenses or costs incurred by the ASSIGNOR arising out of, pertaining to, or in any way connected with this AGREEMENT, any documents executed in connection herewith or transactions hereunder, or the purchase of the ASSIGNED DOCUMENTS and the LOAN by the ASSIGNEE including, without limitation, attorneys' fees and expenses incurred by the ASSIGNOR in obtaining advice or the services of its attorneys with respect to the structuring, drafting, negotiating, reviewing, amending, terminating, enforcing or defending of this AGREEMENT, or any portion hereof or any agreement or matter related hereto.
- 11. <u>No Brokerage Fee.</u> The ASSIGNOR and the ASSIGNEE represent and warrant to one another that they have not employed the services of any broker or agent in connection with this transaction and that neither has any knowledge of any commission payable as a result this transaction.
- shall be in writing and shall be made by facsimile (confirmed on the date the facsimile is sent by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express, or other similar overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the respective parties at the appropriate addresses set forth below or to such other address as may be hereafter specified by written notice by the respective parties. Notice shall be considered given as of the date of the facsimile or the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was sent as provided herein. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

If to the ASSIGNOR:

MBC LEASING CORP. 2 Hopkins Plaza, 5th Floor Baltimore, Maryland 21201 Attention: Scott H. Krieger

If to the ASSIGNEE:

STORAGE TRANSFER, LLC 7900 Old York Road, A12B Elkins Park, Pennsylvania 19027

- 13. <u>Waivers</u>. No waiver or includence by the ASSIGNOR or the ASSIGNEE at any time and from time to time shall constitute, unless specifically so expressed by the that party in writing, a future waiver of performance or exact performance by the other party.
- 14. No Third Party Beneficiary Rights. No person not a party to this AGREEMENT shall have any benefit hereunder nor have third party beneficiary rights as a result of this AGREEMENT.
- 15. <u>Binding Obligation</u>. This AGREEMENT shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 16. <u>Final Agreement</u>. This AGREEMENT and the various documents executed and delivered by the ASSIGNOR or the ASSIGNEE pursuant to this AGREEMENT contain the final and entire agreement and understanding of the parties with respect to the matters addressed herein or therein, and any terms and conditions not set forth in this AGREEMENT or the various documents executed and delivered by the ASSIGNOR or the ASSIGNEE pursuant to this AGREEMENT are not a part of the agreement and understanding of the parties hereto.
- 17. <u>Amendment</u>. This AGREEMENT may be amended or altered only by a writing signed by the party to be bound by the change or alteration.
- 18. Choice Of Law. The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this AGREEMENT and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this AGREEMENT and its various provisions and the consequences and legal effect of all transactions and events which resulted in the execution of this AGREEMENT or which occurred or were to occur as a direct or indirect result of this AGREEMENT having been executed.
 - 19. <u>Invalidity Of Any Part</u>. If any provision or part of any provision of this AGREEMENT shall

for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this AGREEMENT, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

- 20. <u>Time</u>. Time is of the essence with respect to this AGREEMENT and the terms and conditions hereof.
- Yia Facsimile: Miscellaneous. As used herein, the plural shall refer to and include the singular, and the singular the plural, and the use of any gender shall include and refer to any other gender. All defined terms are completely capitalized throughout this AGREEMENT. All captions are for the purpose of convenience only. This AGREEMENT may be executed and delivered in counterparts, and signed counterparts may be delivered via facsimile, with all executed counterparts delivered via facsimile to be deemed to have the same force and effect as if bearing original signatures.
- 22. Effect of Bankruptcy of the Borrower and Lessees. The ASSIGNEE acknowledges that he is aware that the BORROWER is the subject of a case under Chapter 11 of the United States Bankruptcy Code in the BANKRUPTCY COURT ("EMERALD CASE") and that NPR, CARGO, HGI, HAULING, WILMINGTON, MURPHY, RIVERFRONT, HOLDING, NAVIERAS, NSI, NPR S.A., Inc., San Juan International Terminals, Inc., and SJIT, Inc. are the subject of the BANKRUPTCY CASE. The ASSIGNEE further acknowledges that, as a result of the EMERALD CASE and the BANKRUPTCY CASE (collectively, "CASES"), some or all of the rights and remedies afforded by the ASSIGNED DOCUMENTS may be extinguished and that deadlines may be or may have been established in the BANKRUPTCY CASES for the filing of Proofs of Claim, the filing of Complaints seeking denial of discharge or a determination of dischargeability of debts, or other matters which, if not met, also may extinguish or impair rights and remedies afforded by the ASSIGNED DOCUMENTS. The ASSIGNEE acknowledges and agree that the ASSIGNOR has made no representations or warranties of any kind with respect to: (a) the ability of the ASSIGNEE to enforce any rights or remedies afforded by the ASSIGNED DOCUMENTS in the CASES or as a consequence thereof; (b) any action or failure to act by the ASSIGNOR in the CASES or as a consequence thereof, or (c) the likely effect of the CASES on the LOAN ASSETS. The ASSIGNEE has had the opportunity to conduct such investigations and examinations as he deems appropriate to assess the effect of the CASES on the LOAN ASSETS and the transactions contemplated in this AGREEMENT and agrees that the CASES shall not impair or affect his obligations to the ASSIGNOR under this AGREEMENT or any related document or agreement. The ASSIGNOR agrees that, notwithstanding the transfer of the ASSIGNED DOCUMENTS to the ASSIGNEE, the ASSIGNOR shall remain responsible for performing, and shall perform, any obligation to report or account to the debtor-in-possession or trustee, as applicable, in the CASES for any activity relating to the ASSIGNED DOCUMENTS or the collateral securing EMERALD'S obligations thereunder that occurred prior to November 1, 2003. The ASSIGNEE agrees that it shall be responsible for performing, and shall perform, any obligation to report or account to the debtor-in-possession or trustee,

as applicable, in the CASES for any activity relating to the ASSIGNED DOCUMENTS or the collateral securing EMERALD'S obligations thereunder that occurs on or after November 1, 2003 for which the ASSIGNOR otherwise would have been responsible had it continued to hold the ASSIGNED DOCUMENTS.

- 23. Release. The ASSIGNEE releases, acquits, exonerates and forever discharges the ASSIGNOR, all of the INDEMNIFIED LENDER PARTIES from any and all claims, causes of action, suits and damages (including claims for attorneys' fees) which the ASSIGNEE, jointly or severally, ever had or now have against any or all of the INDEMNIFIED LENDER PARTIES, jointly or severally, including, without limitation, all claims arising out of or related to the LOAN, the ASSIGNED DOCUMENTS, the administration thereof, or any acts or omissions of the ASSIGNOR relating thereto.
- Waiver Of Trial By Jury. Each party to this AGREEMENT agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by or against either party hereto or any successor or assign of any party on or with respect to this AGREEMENT or any of the LOAN ASSETS or which in any way relates, directly or indirectly, to the sale of the LOAN ASSETS (or any of them) or any event, transaction, or occurrence arising out of or in any way connected with the sale of the LOAN ASSETS (or any of them), or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING. The ASSIGNOR and the ASSIGNEE acknowledge and agree that this provision is a specific and material aspect of the agreement among the parties hereto and that none of the parties hereto would enter into the transactions contemplated by this AGREEMENT if this provision were not part of their agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT under seal as of date first above written.

WITNESS/ATTEST:

ASSIGNOR:

MBC LEASING CORP.,

A Maryland Corporation

By:

Name:

(SEAL)

a. ____

1/6

S:\WLH\18750.Emerald.Loan.Sale.Agr.11.wpd

Shirley Lee

STORAGE TRANSFER, LLC,

A Pennsylvania Limited Liability Company

By:

(SEAL)

Name: Title:

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY/COUNTY OF 124/4/10 Day, TO WIT:

I HEREBY CERTIFY that on this 15th day of December 1 LEASING CORP., a Maryland corporation, and that he, as such Tras Assac being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of MBC LEASING CORP. by himself as Treas/Ast Lu.

IN WITNESS MY Hand and Notarial Seal.

My Commission Expires

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STATE OF <u>Ya</u> , CITY/COUNTY	OF Montginer JEO WIT:
	tte of, personally appeared diged himself to be a, of
STORAGE TRANSFER, LLC, a Pennsylvania I	
	the foregoing instrument for the purposes therein
contained by signing the name of STORAGE TRANS	FER, LLC by himself as
IN WITNESS MY Hand and Notarial Seal.	(SEAL)
	NOTARY PUBLIC
My Commission Expires: Jacob Salah	
Notarial Seal Miriam Baroff, Notary Public Jenkintown Boro, Montgomary County My Commission Expires Sept. 3, 2004 Member, Pennsylvania Association of Notaries	

Exhibit B-1

Buyer	Bill of Sale Date	Funds Received	Amount Received
Jose Lorenzame	October 16, 2003	November 10, 2003	\$650.00
Jorge Diaz	October 22, 2003	November 10, 2003	\$1,200.00
Green Hills Spring Water	October 9, 2003	November 10, 2003	\$2,850.00
J. Maqueda & Associates, Inc.	October 8, 2003	November 10, 2003	\$3,950.00
J. Maqueda & Associates, Inc.	October 17, 2003	November 10, 2003	\$13,200.00
		November 24,2003	\$100.00
Action Trophy	October 9, 2003	November 24,2003	\$400.00
H-K Orintal	?/ck dated 10/30/03	November 24,2003	\$1,500.00

H

Al



Page 16 of 67



Andrew Rooks 11/26/2003 12:29 PM

To: ADavis@holtoversight.com Subject: Repo of units to Jax

Art:

To confirm, Sea Star LLC will reposition 40 reefer containers on chassis from the SSL terminal in San Juan to the SSL terminal Jacksonville for \$650.00 per set. A \$25.00 mounting fee for each Emerald reefer container onto an Emerald Chassis in San Juan will also be charged.

SSL in San Juan will initiate a TIR for each set. This TIR will need to be signed by Frank Gonzalez prior to the unit being loaded on the ship. At discharge in Jacksonville, SSL will notify John Allen of GTS for pick up of the set. An outbound TIR will be prepared and will need to be signed prior to the unit leaving our terminal.

Please confirm that we will deduct the balance due for these charges from the \$55,222.05 current balance due which is mentioned in my earlier correspondence of November 4, 2003. Please confirm if we will pay Emerald or MBC, as before. It is estimated that the charges for the Ocean Freight (\$26,000) and mounting of the 40 units (\$1,000) will be, about \$27,000.

We will start loading these sets on our vessel this Monday, December 1, 2003 with discharge schedule in Jacksonville for Thursday, December 4, 2003.

Sincerely,

Andy Rooks Director of Equipment 904 855-1278 Phone 904 725-9875 Fax

EXHIBIT.

Arthur Davis/holtoversight 12/10/03 02:24 PM

To ARooks@seastarline.com

cc

bcc

Subject Emerald equipment at SJU

Andy

Please send 27 reefers on 27 chassis from SJU for delivery to JAX for our account as was completed on the initial move of 40 units.

Thank you

Arthur

E 005874

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SHIPPER/EXPORTER (COMP	LETE NAME, A	DDRESS, A	ND ZIP CODE)		TAX BOND NO.	SSLH	BL NO.		Date: 12/16/03		
EMERALD EQUIPME 101 SOUTH KING ST	NT LEASING	(USA61:	101)		EXFORT REFERENCES		3003028	TAX STATUS			
GLOUCESTER CITY	NJ 08030				BOOKING NUMBER SHIPPER REFERENCE NO.						
					ELY424SU7			SHIPPER KEF	EHENCE NO.		
CONSIGNEE (COMPLETE NAM					SALES AGENT OR I	CC (Complet	e Name, Address	and Zip Code)	FREIGHT BROKER LIK		
EMERALD EQUIPMEN 101 SOUTH KING ST	NI LEASING	(USA611	(01)								
GLOUCESTER CITY	NJ 08030										
		····									
NOTIFY PARTY (COMPLETE NA JOHN ALLEN ()	ME, ADDRESS,	ZIP CODE, T	relephone and F	AX NOS.	ALSO NOTIFY, ROU	TING OR INS	TRUCTIONS				
904-923-3024					ļ						
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1L1. 2002-00-0246			71473 - CHASIS				03	gs			
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			71473 - CHASIS				01	gs			
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.l:		PRMU595 PRMC172	5107 2405 - CHASIS		ATLAN!A, G	A 3638	4-9363 ⁽⁰	S 15			
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GLOUCESTER CITY N	J 08030									
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TLI:		PRMU59					0 lbs 0 kgs			
UNIT: PRMU595163 n.l:	1 40RF	PRMU59	RETURN 95163 71014 - CHASIS				0 lbs 0 kgs			
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~			2615 - CHASIS				O kgs			
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EMERALD EQUIPMENT 191 SOUTH KING ST	LEASING (USA611	01)			. 172/10, 1700	, cus and zip code; F	REIGHT BROKER LIC.			
GLOUCESTER CITY N	J 08030										
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JOHN ALLEN () 904-923-3024						7110011014	J				
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UNIT: PRMU595335 TLI:	1 40RF	PRMU59	RETURN 95336 71782 - CHASIS		·		0 lbs 0 kgs				
UNIT: PRMC171782	1 40CH		RETURN				0 lbs				
TLI:		PRMU59 PRMC17	95335 71782 - CHASIS	,			0 kgs				
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		PRMC17	70006 - CHASIS				0 kgs				
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UNIT: PRMU595473	1 40RF	EMPTY R	RETURN	THIS IS YOUR	INVOI	F.	0 lbs	,			
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			consgrip	REVISED 2/02				Page 3 of 6			

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UNIT: PRMU595681 TLI:	1 40RF	EMPTY F PRMU59 PRMC17						0 lbs 0 kgs		
UNIT: PRMC170423 TLI:	1 40CH	EMPTY F PRMU59 PRMC17						0 lbs 0 kgs		
UNIT: PRMU595717 TLI:	1 40RF	EMPTY F PRMU59: PRMC17:						0 lbs 0 kgs	Co Auditor	
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UNIT: PRMU595724	1 40RF	EMPTY R	ETURN					0 lbs		
* he**		PRMC170	1084 - CHASIS					0 kgs		
UNIT: PRMC170084 ILI:	1 40CH	EMPTY R PRMU598			THIS IS YOU RE ST PAYM	ent to	:	0 lbs 0 kgs		
UNIT: PRMU595728	1 40RF	EMPTY R	ETURN		50% E1955 (II 51% E074 (I	4363	- 1	0 lbs		
īLi:		PRMU598 PRMC172	728 1821 - CHASIS		ATLANTA, GA	: JU324	-9363 # ON	0 kgs		
UNIT: PRMC172821 ILI:		EMPTY R PRMU595	728	SEA STAF		TANCE		0 lbs		
		PRMC172	821 - CHASIS					0 kgs	•	
SHIPPER LOAD AND COU	NT I			FREIGHT COL	Heer			COUVERN		
Carne's 1200 brytains of letilety per container that apply, or J4 on the reverse side or shriper takes in Options (A) or (S) is	fore Corne's last produ	و سوواری توا د د	danycelo proeso eu		RELEISED THE GOLDS OF PACKET	ASSESSED ASSESSED AS	ATT LUCIUS REST	COPY NON-N		
A. Ad Valores - # Sherred Orders a veloci in the space provide Sherred curys					THE RECEPT, CUSTODY, CARRAGE THE FACE AND BACK HEREOF, AND	E DELWERY AND CARRERS TARIF	TANISSIAPRIS C			
Declared Value 5 Insures Governor - See Cente 23 on the inverse lide and recovers Shoom's bound on good grammor at the explication.	eminable land in streets when Owegod by Canion,	hie whether Shipp	w'à timpo can beinsurant. If	congorcian be insured. Shoper	FEDERAL LIARITAKE COLUMSSION, DIWITMESS WHEREOF, THE CARR TENOR AND CATE, DIVE OF WHICH					
Yes [] No Insured Value 3 Subject to Clease 24 of Condens, if he aripment is to be delense at the property of the aripment of the aribment of	nd to his Compose were food payment of Swight a	out income see on the	s Euraignes, his teraignes of Charges.	Sign the Intervent		BY				
				Consignar	REVISED 202			SEA STAR LINE, LLC	Page 4 of 6	

DEA STAK LINE, L	_LU_	~~~~~	TO HATTONIA COPTURE L'ORGE	OUM I		NEGUTIAL	LE UNLESS	CONSIGNED TO	ORDER"	
SHIPPER/EXPORTER (COMPLET	E NAME, ADDI	RESS, AN			TAX BOND NO.	SC3C	BL NO.		Date: 12/15/03	
EMERALD EQUIPMENT I			=		EXPORT REFERENCES	SSLFI	3003028	TAX STATUS	12/10/03	
GLOUCESTER CITY N.	L DROGO				BOOKING NUMBER SHIPPER REFERENCE NO.					
ozoozo znori i n	, 60030	···			ELY424SU7517					
CONSIGNEE (COMPLETE NAME, A	-	-			SALES AGENT OR H	CC (Complete	Name, Address	and Zip Code) F	REIGHT BROKER LIC.	
EMERALD EQUIPMENT I 101 SOUTH KING ST	LEASING (USA611(21)							
GLOUCESTER CITY NJ	08030									
NOTIFY PARTY (COMPLETE NAME	, address, zif	CODE, TI	ELEPHONE AND FAX NOS.	•	ALSO NOTIFY, ROL	TING OR INS	TRUCTIONS	······		
JOHN ALLEN () 904-923-3024									e e	
PIER		-	PLACE OF RECEIPT			· · · - · · ·				
SAN JUAN, PUERTO RI										
	LAG INITED STATE	s	PORT OF LOADING SAN JUAN, PUERTO R	ICO	POINT AND COUNTS	RY OF DRIGI	Ν			
PORT OF DISCHARGE JACKSONVILLE, FL			DESTINATION PORT JACKSONVILLE, FL		FINAL DESTINATION	OF GOODS	(NOT VESSEL)		
			PARTICULARS FURNIS	HED BY	/ SHIPPER	·· ·- ·- ·	<u></u>			
MARKS AND NUMBERS	NO OF	DESCI	RIPTION OF PACKAGES AND	3 600	ns	-,	G	ROSS WEIGHT	MEASUREMENT	
UNIT: PRMU595786	PKGS 1 40RF	EMPTY	RETURN			····		Ibs	(VILAGOTILIA)	
TLI:		PRMU59 PRMC17	5786 2230 - CHASIS				1	kgs		
UNIT: PRMZ172230 TLI:	1 40CH	PRMU59	RETURN 5786 2230 - CHASIS					lbs kgs		
UNIT: PRMU595795 Tul:	1 40RF	PRMU59	RETURN 5795 0932 - CHASIS					ibs NO		
UNIT: PRMC170932 Tu:		PRMU59	RETURN 5795 0932 - CHASIS					lbs kgs	* Audited	
UNIT: PRMU595842 Tu:	1	EMPTY I PRMU59 PRMC17					1 _	lbs kgs	, , Q	
UNIT: PRMC172606	1 40CH	EMPTY I PRMU59	RETURN 5842					lbs kgs		
UNIT: PRMU595901	1 40RF	EMPTY F PRMU59		Ti Q	HIS IS YOUR (I EMIT PAYMEN	NVOLCE T TO:	=	ibs		
FLI:		PRMC17	1602 - CHASIS	S	ea stap line . O. box 4643	LLC	0	kgs		
UNIT: PRMC171602 n.i:		EMPTY F PRMU59 PRMC17	5901 1602 - CHASIS 5030	Ž, A	TLANTA, GAIR LEASE INCLUE	1164-9	ו נטע	lbs kgs		
UNIT: PRMU595910 n.i:		EMPTY F PRMU59 PRMC17	RETURN CER 276		OUR REMITTAL	NCE	0	lbs kgs		
SHIPPER LOAD AND COU	NT		FREIGH	r coi	UFCI			COLV KICKLE	ESCHAU E	
* Control's \$500 brokelen; of Eublington container steal apply, or 24 pp for transmission of the control of the	Mada Camer's Lenii provic	by a for Shipper's			MELEVED THE GOLDS OF PACKATED TO	OBS SHIPPEO AS	TABLECT IS HERE DO	COPY NON-N		
24 on the inverse wide or shapes telects Options (A) by (II) by A Act Velores - E Shippe declarate a velocity in the spece provider Shippe's corps.					THE RECEIPT, CLISTED Y, CARRIAG THE FACE AND BACK HORSES AND	E DELVERY AND	TRANSSHEDIG DE TI			
Declared Value 3 Pressures Envelope - See Clause 23 to the towns with and			·	.	FEDERAL MURITARE COMMISSION, REWITHESS WHEREOF, THE CARR TENOR AND DATE, DIE OF WIRDH	MYZKINE LOW DT	_		F LADING, ALL OF THE SALE	
[Yes]] to Insured Value 5				.						
Subject to Clares all of Cardinans, if the shipment in to be delena- statement. The parties shall pay make their ory of the shipment wi	ed to the Consignes with drawl payment of theight is	देशी रक्षण्यात्मक हुन्यू है तर्दा जी उपलब्ध किन्ती	re manipus, Te muegour shek upo De kebering Esherpes, Sigualuse mi Comagnos			BY_		SEA STAR LINE, ELL		
· 			···	I	REVISED 2/07				Page 5 of 6	

SEASIAN LINE,	LLU '			HON DING NO	NEGUIAB	LE UNLES	S CONSIGNED TO	ORDER*	
SHIPPER/EXPORTER (COMPLE	TE NAME, ADD	RESS, AN		TAX BOND NO.	SCOE	BL NO.		Date: 12/16/03	
EMERALD EQUIPMENT 101 SOUTH KING ST				EXPORT REFERENCE	SSLH	30030	28357 TAX STATUS	12/16/03	
GLOUCESTER CITY	11 08030			BOOKING NUMBI	ER		SHIPPER REF	ERENCE NO	
				ELY424SU7517					
CONSIGNEE (COMPLETE NAME,			•	SALES AGENT OR	ICC (Complet	e Name, Adi	Iress and Zip Code)	REIGHT BROKER LIC.	
EMERALD EQUIPMENT 101 SOUTH KING ST		USA6110	91)						
GLOUCESTER CITY N	J 08030		•						
NOTIFY PARTY (COMPLETE NAM JOHN ALLEN ()	E, ADDRESS, ZIF	CODE, T	LEPHONE AND FAX NOS.	ALSO NOTIFY, RO	UTING OR IN	TRUCTION	S		
904-923-3024									
								•	
PIER SAN JUAN, PUERTO R	ico		PLACE OF RECEIPT				·		
	LAG JNITED STATE	s	PORT OF LOADING SAN JUAN, PUERTO RICO	POINT AND COUNT	RY OF ORIG	N			
PORT OF DISCHARGE		-	DESTINATION PORT						
JACKSONVILLE, FL			JACKSONVILLE, FL	FINAL DESTINATIO	N DF GOOD;	(NOT VES	SEL)		
	1 NO OF		PARTICULARS FURNISHED B	Y SHIPPER				·	
MARKS AND NUMBERS	NO OF PKGS	1.	RIPTION OF PACKAGES AND GOO	DS			GROSS WEIGHT	MEASUREMENT	
UNIT: PRMC172411	1 40CH	PRMU59					O lbs		
		PRMC17	2411 - CHASIS				0 kgs		
		COMM					Inoico,		
	1	USA61	i1 01				M		
			ALD EQUIPMENT LEASING OUTH KING ST				Oir	ĺ	
	1		CESTER CITY,NJ 08030 RTHUR DAVIS				رُمي	ł.	
		USA61	AND SE		SYOUR		IE.	40%	
		MBCL	EASING CORP		PAYME			(P)	
		PO BO	KINGS PLAZA X 1451	A	AR LINI ov addi			Ç	
			AORE, MD 21201 COTT KRIEGER		DX 4093 [A, GA 3			•	
			22-00-0246-0019 (004)	PIFATE	-				
			SEA S	TAR YOUR P					
								ŀ	
]			
			•					{	
								<u> </u>	
FA DIEC LICEM MUMPER									
OC FRT NORTHBOUND	CHAR 23		TOTAL	PAYABLE AT/BY:				12	
OOTAS NONTIBOUND		650,00 TAL CH	14,950.80 ARGES: 14,950.00	EMERALD EQUIPME 101 SOUTH KING S	ENT LEASIN T	IG (USA	51101)		
				GLOUCESTER CITY	' NJ 0803)			
SHIPPER LOAD AND COL	INI		FREIGHT COL	LECT	·		COPY NON-N	IEGOTIABLE	
Carpin's Sicu invasion of labely par container what special 24 on the teverial aids to shipper selects Options (A) or (0)	ankan p Carron's terril provide below.	n's for Shippen's	mi prost cango britan pinco e-ios brieto ap-called in Clauses 23 erai	THE SHOULD BY FACED THE PACK OF FACED, PACKAGES,	TO BE SHOPED AS	HEREN PROVID	ED. CARRIER HAS NOT INSPECT	ED CONTENTS OR SAID SEALED	
 Ad Valoram - If Shipper station is a value in the specia provid Shipper's Cogs. 	ed, Carrier's \$500 hydrates	e contains sel	nd apply, and castles will charge the Ad Velorenzate by	THE RECEPT, CUSTODY, CARRIA THE FACE AND BACK HEREOF, AT FEDERAL MARTERS CYMBESSION	GE. DELIVERY, AND COLARDIERS TARIO	Transshipms Fis on Fre with	OF THE GOODS ARE SUBJECT TO THE INTERSTATE COUNTRIES	O THE TERUS APPEARING ON COMMISSION AVOIDS THE	
Doctored Value 5				THE RECEPT, CLUSTOOY, CARRIAGE PELMERY, AND TRANSSMEND OF THE GODDS ARE SUBJECT TO THE TRAIS APPEARENCE ON THE FIRSE AND SACK FREIDT, AND CAMPIEST TABLES ON FIZE WITH THE INTERDITATE COMMERCE COMMESSION AND ON THE FEBERAL LINGUISE COLUMNISSION, AND INVECTOR OF THE WITH THE INTERDITATE COMMERCE COMMESSION AND ON THE PHYRITESS WHEREOF, THE CHRITER ORTIS ACENT HAS SIGNED. ORIGINAL BRIEF OF WHICH EARLY CHRITER ORTIS ACENT HAS SIGNED.					
frauence Cowerps See Clarks 23 on the strongs ade on sequests Stripes's follows: complicate and the explicate Yes: [] No	reconstruction but in determine trans charged by Carrier,	ne miragno 25,420	w's Curgo cam be instead. If Cargo can be besteed, Shipper		······································	ED- 11/2 (1/3-6)	N⇒ IVI PANITAQE)'	:	
inity-ct to Cleans #4 of Cardylans, # The shippers is to be drive Heliumot, The curier shall be trade the error of the sharpers	and to the Combines welve	of todays and	Continue Proceedings and the						
liel sensor. The carter shad us make merery of the shapness of	Affect payment of baight an	del complete	e Consequer, the constraine state sign the following Charges, Signature of Consequer				SEA STARLINE, LLC		
				REVISED 2/02				Page 6 of 6	

OLA OTAN LINE, L	<u></u>				EGUIMELI	E NWL#22 い	OWPIGNED JO C	RDER*	
SHIPPERIEXPORTER [COMPLE	TE NAME, ADDI	ress, an	D ZIP CODE)	TAX BOND NO.	SSLH	BL NO. 3003026	430	Date: 12/09/03	
EMERALD EQUIPMENT 101 SOUTH KING ST	LEASING (USA6116	D1)	EXPORT REFERENCES	OCENT	3003020	TAX STATUS	12703/65	
GLOUCESTER CITY N	J 08030			BOOKING NUMBER	R	SHIPPER REFE	RENCE NO.		
				ELY423SU7533					
CONSIGNEE (COMPLETE NAME,	ADDRESS, AND	ZIP CODE)	SALES AGENT OR I	CC (Complete	Name, Addres	s and Zip Code) Fi	REIGHT BROKER LIC	
EMERALD EQUIPMENT 101 SOUTH KING ST	Leasing (I	USA6110	01)	0					
GLOUCESTER CITY N.	J 08030			} 					
NOTIFY PARTY (COMPLETE NAME	, address, zip	CODE, T	ELEPHONE AND FAX NOS.	ALSO NOTIFY, ROU	TING OR INS	TRUCTIONS			
0									
PIER SAN JUAN, PUERTO RI	со		PLACE OF RECEIPT						
	LAG INITED STATE	s	PORT OF LOADING SAN JUAN, PUERTO RICO	POINT AND COUNT	RY OF ORIGI	N			
PORT OF DISCHARGE JACKSONVILLE, FL			DESTINATION PORT JACKSONVILLE, FL	FINAL DESTINATION	OF GOODS	(NOT VESSE)	L)		
	····		PARTICULARS FURNISHED BY	SHIPPER					
MARKS AND NUMBERS	NO OF PKGS	DESC	RIPTION OF PACKAGES AND GOOD	ns		G	ROSS WEIGHT	MEASUREMENT	
UNIT: PRMC1206593 TLI: 1	1 20CH		LE OF CHASSIS 20659 / PRMC 1202469 2ND DECK I	HOLD B / 27) ibs) kgs		
UNIT: PRMC1202469	1 20CH		LE OF CHASSIS 20659 / PRMC 1202469 2ND DECK I	HOLD B / 27		ľ) lbs) kgs		
UNIT: PRMC150143	1 20CH		LE OF CHASSIS 50143 / PRMC 1150044 2ND DECK I	HOLD B / 27) lbs		
UNIT: PRMC150044	1 20CH	t	LE OF CHASSIS 50143 / PRMC 1150044 2ND DECK I	HOLD B / 27		0	kgs ==///	$c_{e_{\mathcal{A}_{i}}}$	
UNIT: PRMC120466		1 BUNDI	LE DF CHASSIS 20466 / PRMC 120647 - 2ND DECK H			ļ) kgs) lbs	ice Audite	
UNIT: PRMC120647	1 20CH) BUNDI	LE OF CHASSIS 20466 / PRMC 120647 - 2ND DECK H) kgs) lbs		
UNIT: PRMC120670	1 20CH	BUNDI	LE OF CHASSIS 20678 / PRMC 120616 - 2ND DECK I			- 1) kgs) lbs	-	
TLI: UNIT: PRMC120616	1 20CH	ł	LE OF CHASSIS	TOLD C 137) kgs) lbs		
TLE		PRMC 12	20670 / PRMC 120616 - 2ND DECK H			- 1) kgs		
			THIS IS YOU						
			REMIT PAYM			- 1			
		1.3	P.O. 30X 40			-	,		
		31		\ 30384- <mark>93</mark> 63	;			:	
		200.14	Mach. Campoole	UDE BL # ON					
		S£	A STAR YOUR REMIT	TANCE					
SCHOOL DATE AND THE									
SHIPPER LOAD AND COU		•	FREIGHT COEI	RELEASED THE SHARE HE WAS I	naszan ipun	TAM COURS REMA	COPY NON-N	COLUMN DESCRIPTION OF THE PROPERTY OF THE PROP	
The state of the last of the l				PACKAGES,	TOBE SHIPPED A	S HEREPIPROVIDED	, caprerhashot popelt	ED COMPUS ON SAD SEALED	
A Act Valcavn - If Shippin declares a value in the opace provide Shippin's cargo Onclared Value S				THE RECEPT, CLISTODY, CARRA THE FACE AND BACK HEREDY, AN FEDERAL MARRIESE COMMISSION BY WITNESS WHEREOF, THE CAR	, WASHBICTON D	E.			
Insurance Coverige - See Choise 23 cm the teverse side and recreate Shipper's treatest cargo visurance at the applicable Year	mains ble bell to determ letes she god by Canier.	ine who then 51mg	per & Cargo san be milled. If Cargo can be intered. Shipper	en with east where for the Car Tenor and Date, one of Which	H BEING ACCOMP	USHED, THE CONTRACT	S TO STAND VOID.		
Yes No Instead Volum \$									
Subject to Clerie #8 of Condoms, & One Chipment is: In he Onlive Months and Condoms and has make delivery of this suppress; w	esd in the Espainmen with Proof payment of height a	दर्भ स्थलकार स्थल है। सब्दे को दर्शकार देख्यो	in amigra, to consigne shift sign be lifewing stationer. Significan Consigner	DC-Loren a	ĦY.	1 1887 118	SEA STAR LINE, LL	:	

OLA STAR LINE, L	.LU -		يع ويول و بي د بي د بي د بي د بي سياسي د د د بي د بي د بي د بي د بي د بي د ب	ווברטו אטוואט ואטן:	NEGO I IAE	LE UNLES	S CONSIGNED T(O ORDER*	
SHIPPER/EXPORTER (COMPLET	TE NAME, ADDR	RESS, AN		TAX BOND NO.	SCBE	BL NO.		Date:	
EMERALD EQUIPMENT 101 SOUTH KING ST				EXPORT REFERENCES	SOLH	30030	26430 TAX STATUS	12/09/03	
GLOUCESTER CITY N	LUBUSU			BOOKING NUMBE	R		SPIDOES DES	PREMIE NO	
0	- 00000			BUOKING NUMBER SHIPPER REFERENCE NO. ELY423SU7533					
CONSIGNEE (COMPLETE NAME,	ADDRESS, AND	ZIP CODE		SALES AGENT OR ICC (Complete Name, Address and Zip Code) FREIGHT BROKER LIC.					
EMERALD EQUIPMENT 1D1 SOUTH KING ST			*	0	CL (CONDIE	ie ivanie, my	ress and zip Code)	FREISHI BROKERLIC.	
GLOUCESTER CITY N	J 08030								
NOTIFY PARTY (COMPLETE NAME	. ADDRESS. ZIP	CODE. T	ELEPHONE AND FAY NOS.	ALSO NOTIFY, ROU	TIME OF M	STOREGION	·		
()		•		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	TING OIL III	STREETICH			
								•	
PIER SAN JUAN, PUERTO RI	co		PLACE OF RECEIPT						
	LAG	···	PORT OF LOADING	POINT AND COUNT	RY OF ORK	SIN			
EL YUNQUE 423 N U	INITED STATE	S	SAN JUAN, PUERTO RICO						
PORT OF DISCHARGE			DESTINATION PORT	FINAL DESTINATIO	N OF GOOD	S (NOT VES	SEL)	<u> </u>	
JACKSONVILLE, FL			JACKSONVILLE, FL			· · · · · · · · · · · · ·	و و و و و و و و و و و و و و و و و و و		
	1		PARTICULARS FURNISHED BY	Y SHIPPER					
MARKS AND NUMBERS	NO OF PKGS	DESC	RIPTION OF PACKAGES AND GOO	DS			GROSS WEIGHT	MEASUREMENT	
			MENT: PORT TO PORT					· · · · · · · · · · · · · · · · · · ·	
		BILL 7 USA6						Į.	
	Ī		IALD EQUIPMENT LEASING OUTH KING ST					1	
	·	CLON	CESTER CITY,NJ 08030						
		ATT: A	ARTHUR DAVIS AND				fp.		
		MBC I	1111 LEASING CORP				VOID	į	
		2.HOF	PKINGS PLAZA				, eg,	√ 1	
		BALTI	DX 1451 MORE,MD 21201					10/in	
			COTT KRIEGER E.D. REQUIRED-NO INDIVIDUAL S	CHEDIII F B NI IMBEI	VALUED	OVER	Invoice,	, GG	
		\$2,500	D SECTION 30.55 (PAR. H) 02-00-0246-0020 (500)		***************************************	OTE.			
		111110	T T	HIS IS YOUR I		E			
				EMIT PAYMEN					
			3 S	EA STAR LINE : 0. 80X 4093					
				. D. BUA 4093 .::(ANTA, GA 3		3763			
			ALLENS CONTENTS	LEASE INCLUI	DE BL #	ON			
			SEA STAR Y	OUR REMITTA	NCE				
To raine world at the bone			7074	rheid) v					
TARIFF ITEM NUMBER	CHAR	SES	TOTAL.	FREIGHT PAYABLE AT/BY:				12	
OC FRT NORTHBOUND	16 TC	325.00 TAL C	5,200.00 HARGES: 5,200.00	EMERALD EQUIPMI 101 SOUTH KING S	ENT LEASI	NG (USA	161101)		
		· · · · · · · · · · · · ·		GLOUCESTER CITY		30			
SHIPPER LOAD AND COU	NI -	·-·	FREIGHT COL	LECT			COPY NON-	NEGOTIABLE	
Corner's \$300 limitation of hobelty part constants that supply, to A4 on the their M Mile or the part calcold. Opining (A) or 185 b	ries Conice's test provide	ra los Sh ippe ra	s interest cargo instruence way large, specified to Cloudes 23 and	HELENED THE COLES OF PACK UNKESS OTHERWISE MOICATED, PACKAGES.	CESSAU IUU TO BE SHPFED	as peremprov		TOUGH ENGER MADE TOUTHER, THEIR CONTENTS OR SAID SEALEN	
A grygo pro- # Shaper disches a value in the space province Shaper's surge	d, Carne's 1500 lembston (ov contana w	2 for scory, and carries with strange the Ad Veteran saw to	THE RECEIPT, CLISTORY, CARRIA THE FACE AND DATE HEREOF, AL FEOTRAL AND DATE CONTROL OF			S OF THE GOODS ARE SUBJECT THE INVERSITATE COLATERCY	TO THE TEAMS APPEARING ON E COMMISSION AND/OR THE	
Declared Velor S				IN WITH ESS WHERE OF THE CAR	RIFR OR ITS AITS	en en suce	AND ACTUAL PROPERTY.	OF EADING, ALL DETTHE SAME	
Immunica Countys - Sim Clause 22 on the reverse side and enquests Shipse's Interestings insurance of the applicable 1709 1 100 Insurance Value 3	eppicable Levill to determin letter changed by Carrier	e wheten Ship	per's carpo can bu intured. If carpo can buint sept, Shipper	TENOR AND DATE, ONE OF WHIC	H BEING ACCOUNT	PLUSHED, THE CIT	ERS TO CTÜÜD VOR),		
Subject to Charge \$2 tol Conductors, if the subjective is to be spaced abborrary. The cares shall not trudy delivery of this subjective abborrary in	red to the Consignor withou	d recognize	the careligno, the transform that aim the february						
approximately fine two- spray are compacted by 400 symbologic and	gazes for knother Eq. (1948) the	راسا سات لد ا	d charges Signal training Consignor		BY	·	SEA STAR LINE, L	Įc .	
	·			REVISEB 2002				Page 2 of 2	

OLM O IAN LIP	¥Ε. ∟	LU			O BALL OF LADING 1911	4 (W-1-1) F I	AME - 11MH 455 F	"GNEICHED MO	
SHIPPERUE PORTER (CO			DDRESS,		TAX BOND NO.	SCAC	BE NO.	POMOIGNED 1.O.	DATE
EMERALD EQUIP	MENTL	.EASING	-	· •	EXPORT REFERE	SSLH	30030259	90 Tax status	01-Dec-200
GLOUCHESTER C	HTV K	i nenan	1		LAF ON REPERE	:14053		IMASIAIDS	
OLOGGILLO ILINO	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	60 UOU30	•		BOOKING NUMBER		······································	SHIPPER REF	RENCE NO.
CONSIGNEE (COMPLETE NAM	# Anno	ERE AND	r/I+Tofatal=s		ELM420SU6			ļ	
EMERALD EQUIPM	MENT L	EASING	,		Sales Agent or ICC (Complete N	ame, Address and	Zip Code) Fro	nght Broker LIC.
GLOUCHESTER C	ITY N.	J 08030							
NOTIFY PARTY (COMPLETE NA	ME, AUL	RESS, ZIP	CODE, 12	LEPHONE AND FAX NOS.	ALSO NOTIFY, ROUTE	NG OR INST	RUCTIONS		
JOHN ALLEN () 904-923-3024									
PIER									÷
SAN JUAN, PUERTO RIC	0			PLACE OF RECEIPT					
VESSEL VOY, NO		FLAG		PORT OF LOADING		_			
EL MORRO 42	Ď N	UNITED STATES		SAN JUAN, PUERTO RICO	POINT AND COUNTR	y of origit	t		
PORT OF DISCHARGE				DESTINATION PORT	FINAL DESTINATION O	F GODDS (I	VOT VESSEL)		·
JACKSONVILLE, FL				JACKSONVILLE, FL	1				
				PARTICULARS FURNISHED	BY SHIPPER				
NACKO AND MATERIO		NO OF						-	
MARKS AND NUMBERS UNIT: PRMU5957100	12	PKGS		RIPTION OF PACKAGES AND GOOD	05			ROSS WEIGHT	MEASUREMENT
TLI: 2002-00-0246	. [40RF	EMPI	Y RETURN			0 I		
UNIT: PRMU5959485 Tul:	1	40RF	EMPT	Y RETURN			0.11		
							0 k	gs	
UNIT: PRMU5950301 TLI:	1	40RF	EMPT	Y RETURN			O H O k	1	
UNIT: PRMU5955371 TLI:	1	4DRF	EMPT	Y RETURN			O IŁ O ko		
UNIT; PRMU5957435 TLI:	1	40RF	EMPT	Y RETURN			O Ib	·5	
UNIT: PRMU5954288 TLI:	1	40RF	EMPTY	return			O ib O kg	s	
UNIT: PRMU5959612 TLE	1	40RF	EMPTY	/ RETURN	<i>3.</i> _			s	
UNIT: PRMU5955969	1	40RF	ЕМРТУ	RETURN	Invoice A	a .	O lb		
UNIT: PRMU5956260		40RF	EMPTY	RETURN		Mile C	7 0 lbs	l	
TLI: UNIT: PRMU5958555	1	40RF	EMPTY	RETURN			0 kg	1	
TLI:							O kg	1	İ
SHIPPER LOAD AND CO	UNT		<u> </u>	FREIGHT CO	NIECT	-		777 1707 17500	TADI F
* Carter's 3200 brotation of Sabbity 300 container	shall apply, unl	en Esper's Lydi	providers for 51st	FINE POPPE STATE OF THE POPPE STATE STATE OF THE STATE OF THE POPPE STATE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE STATE OF THE	RECEIVED THE GODDS OF PAC	OCACES SAID TO	THE AND CONTROL OF THE	PY NON-NEGOT	COLORO AND
TOTAL TOTAL DESCRIPTION OF THE PROPERTY OF THE	12/10/10/04	 		ion will not sport, and sauther with charge the Rd Valency rate for	CONDITION, BARESS OTHERWI CH SAN SEALED PACKAGES. THE RECEPT TO ISSUED FAMILE.	SE PIDICATED, TI	D BE SHIPPED AS HEREIN I	PROVIDED, CARRER HAS NOT	INSPECTED CONTENTS
Declared Value 3					THE FACE AND BACK HEREOS, FEDERAL MANUTAGE COMMISSION BY WITHESS WHEREOF, THE CA	FEUER OR ITS AC	ENT HAS SIGNED	FUNDING BY LIST DE C	ADMG ALL OF THE SAME
II houses Coverns - See Cause III on the size request Shippe's interest congolinate with the Yes [] ? to https://www.iii.com/	eza zida end a e ecopicación to	ppicable tard in c i ci gad by Ca	piegės plutje sies,	"Shippe" a carpo can be insured. If carpo can be insured, Shipper	TEMOR AND DATE, ONE OF WH	CHBENG ACCO	IPLISHED, THE OTHERS TO	STAND VOID.	
Subject to Chame 34 of Edvictions, 18 for advisorant is to the imment. The carrier shell not make defouryed this at-	be denoted to	The Corrigues w	Orași recessus p	n din consigner, he com ; no shed sign the billioning	REVISED 2/07		BY	SEA STAFI LINE	110
age 1 of 4		angered of Pringle	and all either law	Addresse. Signature of Constitute			 •		

AFT AND FIN	<u> </u>	U _.		"-FAND OFFINETONG LOLD	A DILL OF LADING NO	T NEGOTIAI	BLE UNLESS CO	INSIGNED TO C	ionen»	
SHIPPER/EXPORTER (C	OMPLETE	NAME, A	DDRESS	, AND ZIP CODE)	TAX BOND NO.	SCAC	BL NO.		DATE	
EMERALD EQUIP	MENT L	EASING			·	SSLH	300302599	90	01-Dec-200	
101 SOUTH KING GLOUCHESTER (_ , , ,		i		EXPORT REFERENCES TAX STATUS					
0200011201211		00000	,		BOOKING NUMBER SHIPPER REFERENCE					
CONSIGNEE (COMPLETE NAI	IE. ADDRE	SS. AND	ZIP CONE		ELM420SU6049 Sales Agent or ICC (Complets Name, Address and Zip Code) Freight Broker					
EMERALD EQUIP 101 SOUTH KING	MENT LE	ASING			Sales Agent or ICC	Compists Na	me, Address and	Zip Code) Fr	eight Broker LIC	
GLOUCHESTER C	נא אזו	0803D								
NOTIFY PARTY (COMPLETE N.	AME, AUDI	iess, zip	CODE, TI	LEPHONE AND FAX NOS.	ALSO NOTIFY, ROUT	NG OR INST	ananons			
JOHN ALLEN () 904-923-3024										
PIER				: PLACE OF RECEIPT					÷	
SAN JUAN, PUERTO RIC		PLACE OF RECEIP!								
VESSEL VOY, NO EL MORRO 42		LAG	-	PORT OF LOADING	POINT AND COUNTR	Y OF ORIGIN				
EL MORRO 42		JNITED STATES		SAN JUAN, PUERTO RICO						
PORT OF DISCHARGE	-			DESTINATION PORT	FINAL DESTINATION O	E GOODS IN	OT VESSEN			
JACKSONVILLE, FL			JACKSONVILLE, FL							
				PARTICULARS FURNISHED	BY SHIPPER	·				
MARKS AND NUMBERS		NO OF PKGS	DESCI	RIPTION OF PACKAGES AND GOOD	DS		G	ROSS WEIGHT	MEASUREMENT	
UNIT:. PRMU5959470 TLI:	1	40RF	EMPT	YRETURN			IO Ib			
							D kg	gs	}	
UNIT: PRMU5951627 ILL:]1	40RF	EMPT	Y RETURN			ов	s	ľ	
							O kg	gs.		
JNIT: PRMU5958051 T.J:	1	40RF	EMPT	Y RETURN			0 Jb 0 kg			
INIT: PRMU5954396 LI:	1	4DRF	EMPT	Y RETURN			O lb:			
INIT: PRMU5951566		40RF	Eum	return			8 kg	s		
Li:		4010	CIVIFI	KETURIY			0 lbs 0 kg		i	
NIT: PRMU5956911	1	40RF	EMPTY	RETURN			1.	1		
LI:							0 lbs 0 kg:	1		
NIT: PRMU5959490	1	40RF	EMPTY	RETURN				ļ	i	
LI;			İ	•			O lbs	ì		
NIT: PRMU5953044 .l:	1	40RF	EMPTY	RETURN			0 lbs	l l		
NIT: PRMU5958600	Ì,	40RF	EMDE	Correction to			0 kgs	•		
E:	1.	-\n1.	CMMIX	RETURN			0 lbs			
VIT: PRMU5955031		ADD!	E4 4P				0 kgs			
l:	Ι, ,	40RF	CMPTY	RETURN			0 lbs	ľ	Ī	
							0 kgs	1	į	
									.	
HIPPER LOAD AND COL		·······		FREIGHT CO	· · · · · · · ·		COP	Y NON-NEGOT	TABLE	
Carster's \$300 Systems of hisbidg per container at 24 on the reserve side to abligner selects Options	ad apply trains (A) or (B) below.	Ceri⊷'s territp	to Aders for Ship	per la interest compréssamence vista fantas specified in Clauses 20 e	CONDITION USE ESS OTHERWIS	KAGES SAID TO CO	NTAIN GOODS HERE IN 18 DE SHOPED AS HERED D	ENTIONED IN APPARENT GO	DO DROER AND RESPECTED CONTENTS	
	coporidat, Esp	no's 3500 lima	NOOD POR CONTIN	म्म क्रमी गर्दा स्ट्राइन्ट्र, स्वाची स्वारंक्त कर्ती स्ट्रीमाञ्चल केन्द्र से ही प्रेस्ट्राच्या त्रवाच विक्र	THE RECEIPT CHEADON CADO					
Disclared Value 5					FEDERAL SURITIVE COMMISSIO	MY MYSHON OLD NO	IC. M 12 CH 1 TE WITH THE P	MERSTATE COMMERCE COL	DASSION AND POPERATE	
trauments Compays - See Clause 22 on the revers requests Shipper's frames (pergo trauments at the res [] No	eppicable raim t	alide bedf to det drawged by Carr	strine whother ier.	Shtper's cargo can be brave at. If cargo can be braved, 51454 se	IN WITHESS WHEREOF, THE CA TENDR AND DATE, ONE OF WHY	HHER OR ITS ACE ICH DENG ACCOMP	NT HES SICKED LISHED, THE OTHERS TO:	CRICINAL BREIS) CIF U STAND VOKI.	U,RIG, ALL OF THE SAME	
enci to Clause third Combines, if the eligenest is in in	at d bewieb s	Çonsignee setti-	aul inclusive on	for Company, the consistence shall be a not be seen to						
ect to Course third Commissions, If the expenses his to be where The custom shall not make delivery of this stick DE 2 of 4	rn prij viškaut payn	rami of traight a	rd = ther le-t	are consignor, the consignor shall soon the lebowing dicharges. Signature of	HEVISED 2:02		ВУ	SEA STAR LINE	,µс	
9~ ± 01.7				Consigner	1				ı	

NIJ JAI C NJC	<u>⊏. L</u> i	L Ն	~~	***************************************	NU DIEL OF LADING NO	NEGUIJA	BLE UNLESS CO	ONSIGNED "TO O	BDER"	
SHIPPER/EX-ORTER (CC	MPLET	E NAME, A	DDRESS.	. AND ZIP CODE)	TAX BOND NO.	DATE				
EMERALD EQUIP	MENT	LEASING				SSLH	30030259	90	01-Dec-200	
101 SOUTH KING				·	EXPORT REFERE	NCES		TAX STATUS		
GLOUCHESTER C	HIY I	AT 08030	1		BOOKING NUMBER SHIPPER REFERENC					
					ELM420SU6049					
EMERALD EQUIPA 101 SOUTH KING S	MENT L	EASING		•	Sales Agent or ICC (Complete N	ame, Address and	Zip Code) Fri	eight Broker LIC.	
GLOUCHESTER C										
NOTIFY PARTY (COMPLETE NA	DE AT	Notice and	eane a							
JOHN ALLEN () 904-923-3024			000E, 1E	LEEF HORE AND FAX NUS,	ALSO NOTIFY, ROUTI	ng or inst	RUCTIONS			
PIER										
SAN JUAN, PUERTO RICO										
VESSEL VOY, NO		FLAG	-	PORT OF LOADING	DOINT AND COLUMN	Vac Sara				
EL MORRO 420	N	UNITED STATES		SAN JUAN, PUERTO RICO	POINT AND COUNTR	Y OF ORIGIN	•			
PORT OF DISCHARGE JACKSONVILLE, FL		******		DESTINATION PORT JACKSONVILLE, FL	FINAL DESTINATION C	F GOODS ()	VOT VESSEL)			
				PARTICULARS FURNISHED	BY SHIPPER	· · · · · · · · · · · · · · · · · · ·		····		
MARKS AND NUMBERS		NO OF PKGS	DESCI	RIPTION OF PACKAGES AND GOO	DS		6	ROSS WEIGHT	MEASUREMENT	
UNIT: PRMU595120 TLI:		40RF	EMPT	Y RETURN			0 1		Ī	
UNIT: PRMU5950739 TLI:	-	40RF	EMPT	Y RETURN			0 11	ns .		
UNIT: PRMU5952644 TLI:	,	40RF	ЕМРТ	Y RETURN			0 k	ıś		
UNIT: PRMU5950596	,	40RF	EMPT	Y RETURN			O k	-		
TLI: UNIT: PRMU5956423		40RF	EMPT	Y RETURN			0 k	-		
ILI:							O k			
JNIT: PRMU5953281 "LI:		40RF	EMPT	Y RETURN			O Ib O kg			
JNIT: PRMU5953677 LI:	1	40RF	EMPT	/ RETURN			O Jb			
INIT: PRMU5951041	1	40RF	EMPTS	PRETURN			O kg O lb	Į		
LI: INIT: PRMU5959567	1	40RF	EMPTY	' RETURN		÷	0 kg	1		
LI:							0 kg	1	. [
N/T: PRMU5957353 LI:	1	40RF	EMPTY	RETURN			O lbs O kg			
·							S Ay	-		
		:								
SHIPPER LOAD AND CO	UNT			FREIGHT C	OLLECT	<u>-</u>	CO	PY NON-NEGO	TIABLE	
 Carrier's 2500 finisher of Jubble per containers 20 on the reverse side or phoper admits Uplices 	itel spale ur (A) or (B) be	hat Carm's body	providus to Sh	apperant interest cargo insurantes with Smith specified in Decises 23 a	RECEIVED THE GODDS OF PAI GUINDTION, UNLESS DITHERW OR SAID SEALED PACKAGES.	CKACES SAD YO ISE PIDICATED, TI	CHILDRE COOOS HERE WI	MENTIONED IN APPARENT GO PROVIDED: CARRIER HAS NO	DOG ORDER AND TOSPECTED CONTENTS	
A Ad Valuem - If diverger declares in value in the stance provided, Corrier's \$1000 landston per continue will not apply, and carrier will charge the Ad Valoren have for Department of the Charge the Ad Valoren have for Declared Value 3					THE RECEPT, CUSTODY, CARP THE FACE AND BACK HEREOF, FEDERAL MARKING COMMISSION	TUCE DELIVERY, AND CARRIERS TO ON, WASHINGTON	AND TRANSSHIPING OF TH ARPES ON FILE WITH THE 10.C.	E GOODS ARE SUBJECT TO INTERSTATE COLOURNCE CO	THE TERLIS APPEARING ON LURSSION ANDROR THE	
Improve Command - See Clause 23 on the same requests Shipper's Interest corpo Neuronce of the Co. [] No.	rae side and s expansitie s	epicates test to o see the gud by Co	EMPLE STATES OF	r Shippar's Casgo Can do Instrued. If cargo can be Instrue, Shippar	b) witness whereof, the C Tenon and Date, one of wh				从映成此识明是SAAC	
Aject to Classe the of Conditions, 8 the shipment is to Mannant, 'The carrier shall not make delinery of this ship	ا لحصراتا هـ ا مصطاح إست	o ha Constyrya st I pryrantal haishi	Protricaria Lacona (m	of the consideror, the consideror which sign the industry while charges.	REVISED 2/02		ву	SEA STAR LIN	£.u.c	
age 3 of 4		. ,		Squature of			-		1	

AFU ATULE THAT	LLL.	~~.,,	PHILLIPPING FOR LONG FO	RM BILL OF LADING NO	「	71 5 100 555 -			
SHIPPER/EXPORTER (COA	MPLETE NAME.	ADDRES	S. AND 719 CODES	TAX BOND NO.	ISCAC	IBL NO.	ONSIGNED "TO	ORDER*	
EMERALD EQUIPM	ENT LEASING	3 //35/	3, AND 21 CODE) 1708961		SSLH	30030259	i		
TUT SOUTH KING S	TREET		2000)	EXPORT REFERE		100000209	TAX STATUS	01-Dec-2	
GLOUCHESTER CIT	E080 LM YI	C							
7.24()(2)				BOOKING NUMBER SHIPPER REFERENCE NO. ELM420SU6049					
CONSIGNEE (COMPLETE NAME,				Sales Agent or ICC ()49 Jomphile No	me, Address and	Zin Code) E	reight Broker LIC.	
EMERALD EQUIPME 101 SOUTH KING ST	REET		72686)					reigili broker (JC,	
GLOUCHESTER CIT									
NOTIFY PARTY (COMPLETE NAMI	E, ADDRESS, ZI	CODE, 1	ELEPHONE AND FAX NOS.	ALSO NOTIFY, ROUTIL	le de liver	Tris tostus			
JOHN ALLEN () 904-923-3024								1-11	
Plen									
SAN JUAN, PUERTO RICO			PLACE OF RECEIPT					 	
VESSEL VOY, NO EL MORRO 420	FLAG		PORT OF LOADING	POINT AND COUNTRY	A AMAIN				
	N UNITED STATES		SAN JUAN, PUERTO RICO	, was and address,	of Oxigin		-		
PORT OF DISCHARGE JACKSONVILLE, FL			DESTINATION PORT JACKSONVILLE, FL	FINAL DESTINATION OF	GOODS IN	VESSEL)	·		
									
MARKS AND NUMBERS	NO OF		PARTICULARS FURNISHE						
UNIT: PRMU5950831	PKGS 1 40RF		RIPTION OF PACKAGES AND GOO	DDS		G	ROSS WEIGHT	MEASUREMENT	
TLE	, 4015	EMP1	Y RETURN			0 lb	5		
UNIT: PRMU5955279	1 40RF	EMPT	Y RETURN			O kg)S	1	
TLI:	1					0 lb:			
JNIT: PRMU5955601	1 40RF	EMPT	Y RETURN			0 kg	S		
LI:]	· 1,210,44			0 lbs			
INIT: PRMU5955047	1 40RF	EMPT	/ RETURN			O kg O lbs			
NIT: PRMU595877	1 40RE					0 kgs	;		
Lit:	1 40RF	EMPT	'RETURN			0 lbs			
		EMPTY	RETURN - NO CHARGE			0 kgs			
t		MOVE NO S.E	MENT: PORT TO PORT	CHEDULE 8 NUMBER VA	LUED OVE	g:			
			SECTION 30.55 (PAR. H) 0-00-0246-0019 (500)						
]			
							ł		
RIFF ITEM NUMBER	CHARG	E5	TOTAL	EDGIGIT GAMAN S	-				
FRY NORTHBOUND	35	650.00		FREIGHT PAYABLE AT					
	7	FOTAL C	HARGES: 22,750,00	EMERALD EQUIP	NEN! LE	asing (4EN	/EQL01)		
				1					
			•					1	
TIPPER LOAD AND COUNT	·			1		- 			
			FREIGHT CC	1			NON-NEGOTI	f	
			er is from to the common and in the specified of Chapter 20 and the first specified on the common spec	RECENCED THE COODS OF PACKACE CONDITION, UNICESS DITHERWISE DO OR SAID SEALED PACKACES.	ESSAID TO CONT. DICATED, TO BE S	AN GOODS HERE IN LIEN SHIPFED AS HERE IN PROS	TIONED IN APPARENT GOOD FOED, FARRER HAS NOT D	OPERANT SPECTED CONTENTS	
Declared Value 3									
Insurance Cowage - See Clayse 22 on the seamer ride a requests Stepow's interestings insurance of the applicat 1 1 No http://doi.org/10.1006/j.com/10.1006/j	and supplies that the lift to delay the folias clear and by Carries	min steppe 5)	nicom's EMQCEn beinsed & Empocen beissued, bispow	THE RECEPT, DISTOR, CARALLE THE FACE AND BLOW HEREOF, AND FEDERAL MAITING COMMISSION, W DIMINIOUS WHEREOF, THE CARRIE TEMON AND DATE, ONE OF WHICH D	ペンプロルひた		TO IN THE COMMENCE IN THE	PROPERTY AND DESCRIPTION OF THE PERSON OF TH	
it to Cleuse 84 pf Conditions, if the shipping it is the painter with The Corne ships not make the may of this shipping with	ed to the Consisses with a	guerrana en 4-	e consignor, the consigner that sign the his-			_			
e 4 of 4	halvey a pack as	الأومس بعديث وه	Spikure of	REVISED 2002		Ву	SEA STAR LINE, I	TC	
			Consignor	1				ļ	

ALC CICH THAT	ربابا بار و	~~~	THE INDIVIDIO LUCEAN LUNG FO	RM BILL OF LADING NOT	'1150om					
SHIPPER/EXPORTER (COI	MPLETE NA	UF ADDDES	E AND TO COLOR	TAX BOND NO.	ISCAC	BLE UNLESS CO	OT' DBNDISNE	ORDER"		
EMERALD EQUIPM 101 SOUTH KING S	ENTLEAS	ING (US.	A72686)		SSLH	BL NO. 300302598	1.			
GLOUCHESTER Cr		3030		EXPORT REFERE	NCES		TAX STATUS			
ļ				BOOKING NUMBER			SHIPPER RE	EEDENZ'E NA		
CONSIGNEE (COMPLETE NAME	ADDRESS.	AND ZIP COD	le)	ELM420SU6049A Sales Agent or ICC (Complete Name, Address and Zip Code) Freight Broker ICC						
EMERALD EQUIPME 101 SOUTH KING ST	ENT LEASI TREET	NG (USA	72586)	Sales Agent or ICC (C	ompleie Na	me, Address and	Zip Code) ;	reight Broker LIC.		
GLOUCHESTER CIT	Y NJ 08	030								
NOTIFY PARTY (COMPLETE NAM	E, ADDRESS	ZP CODE,	ELEPHONE AND FAX NOS.	333330000						
JOHN ALLEN () 904-923-3024				also notify, routik	ig or instr	RUCTIONS				
PIER										
SAN JUAN, PUERTO RICO			PLACE OF RECEIPT							
VESSEL VOY, NO	FLAG			[
EL YUNQUE 421	N UNIT		PORT OF LOADING	POINT AND COUNTRY	OF ORIGIN					
	STAT	ES	SAN JUAN, PUERTO RICO	ļ						
PORT OF DISCHARGE			DESTINATION PORT	INAL DESTUNATION OF	PARKE IN	·				
JACKSONVILLE, FL			JACKSONVILLE, FL	A DESIGNATION OF	ชมกฎร (NC	OI VESSEL)				
			PARTICULARS FURNISHE	D BY SHIPPER						
MARKS AND NUMBERS	NO O PKG	F DESC	RIPTION OF PACKAGES AND GOO	nne		····		· · · · · · · · · · · · · · · · · · ·		
UNIT: PRMU5952433	1 40		Y RETURN			GR	ROSS WEIGHT	MEASUREMENT		
TLI: 2002-00-0246						0 ibs		T		
UNIT: PRMU595248						0 kgs	s			
TLI;	1 40F	OF EMPT	Y RETURN			0 lbs				
	1	-				0 kgs		·		
UNIT: PRMU5955237	1 40F	F EMPT	Y RETURN			1				
TLI:		- 1				10 lbs		1		
UNIT: PRMU5955140	1 40R	F FMPT	Y RETURN			0 kgs	1	ł l		
TL):			· KETONY			0 lbs		}		
UNIT: PRMU5958508			•	•		0 kgs	i	ľ		
FLI:	1 40R	EMPT	Y RETURN			0 lbs				
· ·						0 kgs	j			
	1	EMPT	Y RETURN - NO CHARGE			,g.s	i	1		
		MOVE NO S.E \$2,500	MENT: PORT TO PORT LD. REQUIRED—NO INDIVIDUAL SO SECTION 30.55 (PAR. H)	CHEDULE B NUMBER VAI	LUED OVE	R	noice			
		LTI 500	0-00-0246-0019 (500)					Auditect		
	ļ							,c,C,		
	<u></u>				s. 7357	* · £ .	. 1	I.		
ARIFF ITEM NUMBER	CHA	RGES	TOTAL	· I roser				***		
C FRT NORTHBOUND	5	650,00		FREIGHT PAYABLE AT/E			**			
		TOTAL	CHARGES: 3,250.00	EMERALD EQUIPA	MENT LEA	SING (4EM	EQL01)			
				1						
			•		-					
HIPPER LOAD AND COUNT										
			FREIGHT CO			COPY	NON-NEGOTI	ABLE		
			of a brins set Compo instruments with britis specified in Classes 23 and	RECEIVED THE GDOOS OF PACKAGES CENGITION LINLESS OTHERWISE IND OR SAID SEALED PACKAGES.	SAID TO CONTAI			3		
Ad Vision - 2 Shipper (facilities a value in the space pro- Shipper's corps.	ided Ceres's \$200	Institute per exercises	on the real activity, and contrar and change the Ad V also are rate for	OR SAID SEALED PACKAGES. THE RECEIPS, CUSTODY, CARRIAGE	NCA16EE, 70 BE 50	APPED AS HEREN PROVID	ED. PARRER HAS NOT U	SPECIED CONEMIS		
Declared Value				THE RECEPT, CUSTODY, CARRIAGE, THE FACE AND BACK HEREOF, AND CO FEDERAL MARTINE COMMISSION, WA	greens tarppy Sumuton d.e.	ON FILE WITH THE DITERS	STATE COMMERCE COMM	I LEGIS APPEARING ON ISSION AND/OR THE		
i [] No	red applicable beet in No terms alwested by t	Carrière atteller S Serse,	hipper's cargo can be trouval. If cargo can be insured, Shipper	NWITHELS WHEREOF, THE CARREN TEMOR AND DATE, DIVE OF WHICH DE	OR ITS ACENT HA NG ACCOMPUSHE	US SICUED ED, THE DTHERS TO STAND	_DRIGHAL BELLIS] OF LAD			
ct to Charles of Construent										
eck is Course as of Considerat, of the Shipmond is in he defined rowed. The carsin which make dedictory of this shipmond will	to to the Constance food prepared of the o	ng and ag takin pauling Agusta kactera in in in	es consignor, the consignor shed sign the following charges.	REVISED 2/02		BY	SEA CTARAMIC -			
e 1 of 1		_	Signature of Consignor			- ,	SEA STAR LINE, L	<u> </u>		
		~		f				1		

A-309

SEASTAR LINE	LLC CO	MBINED INLAND / OCEAN LONG FORM	M BILL OF LADING NO	IT NEGOTIA	ABLE UNLES	S CONSIGNED TO	ORDER"	
SHIPPER/EXPORTER (COMPI	ETE NAME, ADDRES	SS, AND ZIP CODE)	TAX BOND NO.		BE NO.		DATE	
EMERALD EQUIPMEN	IT LEASING (US	A61101)		SSLH	3004037	7171	27-Jan-200	
191 SOUTH KING ST GLOUCESTER CITY	N1 nanan		EXPORT REFER	ENCES		TAX STATUS		
0.00000121(6)11	NJ UBUJU		BOOKING NUMBER			SHIPPER REF	ERENGE NO.	
Consignee (Complete Name, A	eleleled and terminal areas	NAME OF TAXABLE PARTY.	ELY435SU3152					
EMERALD EQUIPMEN 101 SOUTH KING ST		•	Sales Agent or ICC	(Complete N	ame, Address :	and Zip Coda) Fr	eighl Broker LIC.	
GLOUCESTER CITY	NJ 08030							
NOTIFY PARTY (COMPLETE NAME,	ADDRESS, ZIP CODE	TELEPHONE AND FAX MUS	THE SAME PLANTING THE SAME	100+30+11-e-				
,	, - ,	7	ALSO HOTIFY, ROUT	ING OH INST	RUCTIONS			
			-					
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			1				-	
PIER SAN JUAN, PUERTO RICO		PLACE OF RECEIPT		·····		· · · · · · · · · · · · · · · · · · ·		
VESSEL VOY. NO EL YUNQUE 435	FLAG N UNITED	PORT OF LOADING	POINT AND COUNT	ty of origin	1		··	
	STATES	SAN JUAN, PUERTO RICO						
PORT OF DISCHARGE		DESTINATION PORT	INAL DESTINATION	OF GOODS (I	NOT VESSEL)			
PORT EVERGLADES, FL.		PORT EVERGLADES, FL.						
		PARTICULARS FURNISHED	BY SHIPPER			· · · · · · · · · · · · · · · · · · ·		
MARKS AND NUMBERS	ND OF					<u>-</u>		
MANUS AND NUMBERS	71300	CRIPTION OF PACKAGES AND GOOD	OS	<u>. </u>	.=.	GROSS WEIGHT	MEASUREMENT	
TLI: 2002-00-0246-0022	PR PR	UNDLES OF 20FT CHASIS MC120154, 128, 102			, , , , , , , , , , , , , , , , , , , ,	lbs		
	PR	MC120015, 217, 204 MC120196, 278, 171				kgs	ļ	
	PR	MC120194, 376, 187						
	PR	MC120149, 378, 158 MC120094, 011, 092					ŀ	
	PR	MC120349, 002, 366						
	\$2,	S.E.D. REQUIRED-NO INDIVIDUAL S 500 SECTION 30.55 (PAR. H)	CHEDULE B NUMBER	VALUED C	OVER	•	i	
	Tu	2002-00-0246-0022 (500)					·	
			- TOTE		- 1		1	
		THIS IS YO	UR INVOICE		do.			
		REMIT PA	MENT TO:		*///	210		
		- BERTAR STAR coa STAR	EINE Lair		Ī	$\mathcal{U}_{Q_{\mathcal{J}_{\alpha}}}$		
			.409365 	53		Aller.		
			CA 30384-93	N:	1	TOPEO,		
	1	CANADA BARRAN TO TA	パスロリモ ロニップ	,,,,	į	Pice Audited		
	†	SEA STAR YOUR REN	VILIVACE		ŀ			
		JLA - III			1			
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						İ		
ARIFF ITEM NUMBER	CHARGES	T		·	1			
C FRT NORTHBOUND		0.00 3,500.00	FREIGHT PAYABLE			 	12	
		FAL CHARGES: 3,500.00	EMERALD EQ	UIPMENT	LEASING	(USA61101)		
			101 SOUTH KI	NGST				
			GLOUCESTER	CITY N.	J 08030			
- 								
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SEA STAR LINE, LLC SELF-BILLING REPORT

Billing Period: 12/01/03 TO 12/31/03 Owner: EMERALD EQUIPMENT LEASING

EQUIPMENT TYPE	TOTAL <u>UNITS</u>	PER DIEM	TOTAL <u>AMOUNT</u>
20' CHASSIS	1	\$2,20	\$68.20
40' CHASSIS	1	\$2.20	\$68.20
45' CHASSIS	1	\$2.40	<u>\$74.40</u>
	<u>3</u>		\$210.80

GRAND TOTAL: \$210.80

Self Billing Register Billing Period 12-01-2003 TO 12-31-2003

Lessor: EMERALD CONTRACT NO: EMEDI

EQUIPMENT #	ON-HIRE DATE	on-Hire Origin	ON-HIRE DEPOT	OFF-HIRE DATE	PER DIEM RATE	DAYS CHARGED IN BILLING PERIOD	AMOUNT	COMMENTS
CARGO TYPE: 40CH PRMC045313	21-May-2002	PRSJU	PTN		2.20	31	\$68.20 \$68.20	OFFER TO PURCHASE PENDING
Total 40CH:	1	•					450.20	
CARGO TYPE: 45CH PRMC150430	17-Jul-2002	CALAX	GIS		2.40	31		TO BE SWAPPED WITH PRMC150067
Total 45CH:	1						\$74.40	
CARGO TYPE: 20CH PRMC120421	30-May-2002	PRSJU	PTN		2.20	31	\$68.20 \$68.20	OFFER TO PURCHASE PENDING
Total 20CH:	1							
Total Units Total Offhired EOM Total:	:	3 0 3			Total D	ue to Emerald:	\$210.80	:



JANUARY 14,2004

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From⊶

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ADELMAN LAVINE GOLD AND LEVIN

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

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Suite 800 Four Pend Center Philadelphia fa 19403-280B 12:51 566-7515

FACSIME (2)5) 552-7022

MITE 7:0 819 NORTH MARKET STREET WELDINGTON DE 1940; JOP-64-8200

February 25, 2004

BY TELECOPIER (215-635-4771)

Storage Transfer L.L.C. c/o Lorraine Robins 7900 Old York Road Unit \$12B Elkins Park, PA 19027

Re: Contribution to the Emerald Expate

Dear Ms. Robins:

I am advised that Storage Transfer L.L.C. ("Storage") has acquired the secured position of MBC Leasing Company in the Estate of Emerald Equipment Leasing, Inc. ("Emerald"). Emerald currently intends to prosecute certain substantial claims against Sea Star Lines, LLC. Storage has agreed to contribute to the Emerald estate 15% of any proceeds, net of expenses or other amounts disbursed to third parties, it would otherwise receive on account of its secured claim as a result of any settlement of the Sea Star claim or the collection of any judgment obtained upon prosecution of this claim. Storage has further agreed that these funds may be used by Emerald to fund a plan of reorganization and that Storage will not assert a deficiency claim against Emerald with respect to any proceeds contributed by Storage to the Emerald estate.

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From-

P.022/022 F-178 T-646

Storage Transfer L.L.C. February 25, 2004 Page 2

Please execute this letter on the space provided below to indicate Storage's agreement to the carveout from its secured claim in accordance with the terms set forth above.

Very muly yours,

GARY M SCHILDHORN

bar. PMD

cc: Mr. Thomas Holt, Sr.

g.\393\10\ieners\storage transfer2

AGREED TO AND ACCEPTED BY:

STORAGE TRANSFER L.L.C.

Lorraine Robins.

Its Sole Member

FILED

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA

JACKSONVILLE DIVISION TON MAR # TIA 10 47

CASE NO. 3:04 CLEBK. US DISTRICT COURT JACKSONVILLE. FLORIDA

SEA STAR LINE, LLC, a limited liability company,

Plaintiff,

-vs-

EMERALD EQUIPMENT LEASING, INC., a corporation,

Defendant.

COMPLAINT

Plaintiff, SEA STAR LINE, LLC ("SEA STAR"), sues
Defendant, EMERALD EQUIPMENT LEASING, INC. ("EMERALD"), and states:

- 1. This is an action for declaratory judgment and other relief pursuant to 28 U.S.C.A. §§2201 and 2202 and for damages. The matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Federal jurisdiction exists pursuant to 28 U.S.C.A. §§1333, 1337, and 1367.
- 2. SEA STAR is a limited liability company organized and existing under the laws of the State of Delaware. At all material times, SEA STAR has maintained its principal place of business in Jacksonville, Florida. As an ocean carrier, SEA STAR transports cargo in interstate commerce.
 - 3. EMERALD, a Delaware corporation, is a named Debtor

under Chapter 11 of the United States Bankruptcy Code. At all material times, EMERALD has done substantial business with SEA STAR in the State of Florida. Such business includes but is not limited to delivery and return of equipment in the Port of Jacksonville, Florida, as well as carriage of equipment as cargo from the Port of San Juan, Puerto Rico to the Port of Jacksonville, Florida and Port Everglades, Florida.

- 4. In April 2002 SEA STAR entered into an Asset Purchase Agreement, as amended, with NPR, INC. ("NPR"), a Delaware corporation, and other named Debtors in proceedings pending under Chapter 11 of the United States Bankruptcy Code. Subsequently EMERALD and MBC Leasing Corp. ("MBC"), its secured lender, objected to the proposed sale. Among expressed concerns were payments for equipment leased to NPR and used for cargo shipments that would be in process at the time of and after closing of the asset purchase ("shipments in process") and storage charges. Having heard arguments on April 26, 2002, the bankruptcy court overruled "the Emerald entities" objections and said that any rights would be preserved to argue against the sale proceeds.
- 5. SEA STAR and NPR representatives agreed to payment and claim procedures and deadlines with respect to shipments in process. When NPR's counsel outlined the plan to the bankruptcy court, he confirmed that components of SEA STAR payments included NPR's projected equipment leasing and financing costs, labor, materials, and other factors involved in transporting shipments in

process from origin to destination points. Further, the attorney acknowledged that NPR might be subject to administrative claims, filed by owners and lessors of equipment used for shipments in process.

6. On April 26, 2002, the bankruptcy court issued an Order Authorizing Sale of the NPR Assets Free and Clear of All Liens, Claims and Encumbrances ("Sale Order"). Overruling all objections that had not been withdrawn, the Sale Order authorized SEA STAR's acquisition of specific NPR assets. SEA STAR had refused to acquire, assume, or accept assignment of any equipment agreements between EMERALD and NPR. As to equipment not purchased or leased by SEA STAR, the Sale Order states in part:

Buyer [SEA STAR] shall cooperate in removing any such equipment from vessels in transit and store such equipment on leased premises at the final port of destination, to the extent such final destination is a leased premises sold and assigned to the Buyer under the Asset Purchase Agreement. Nothing contained in this Order shall prejudice any of Emerald's rights to seek disgorgement of funds based on any of its claims.

After closing of the sale to Buyer, all creditors of the Debtors, whether known or unknown, are hereby enjoined from asserting or prosecuting any claim or cause of action against Buyer or the Purchased Assets to recover on account of any liability owed by the Debtors.

A copy of the Sale Order is attached as Exhibit "A".

7. Closing of the asset purchase occurred on April 27, 2002 at 3:00 a.m. In compliance with the Sale Order, SEA STAR

stored equipment located on or returned to premises acquired and leased by SEA STAR at final ports of destination pursuant to the Asset Purchase Agreement. SEA STAR and MBC agreed to a thirty (30) day grace period before storage charges would begin to accrue with respect to MBC and EMERALD equipment.

- 8. In accordance with procedures approved by the bankruptcy court, SEA STAR paid NPR all amounts due for shipments in process, including equipment expenses. NPR submitted no additional reimbursement claims. In Answers to Interrogatories dated July 9, 2002, NPR acknowledged that "[n]o amount is due to NPR from Sea Star for use of Emerald Equipment being used at the time of Closing" or "for the use of Emerald Equipment located on a vessel purchased by Sea Star at the time of Closing."
- 9. The bankruptcy court later issued an Order allowing MBC to foreclose its security interest in EMERALD equipment. Dated July 22, 2002 but effective as of April 29, 2002, the Order terminated the automatic stay in regard to certain equipment. The Order also authorized MBC to remove equipment from EMERALD's possession and to sell equipment, applying the proceeds to EMERALD's indebtedness to MBC. A copy of the Order is attached as Exhibit "B".
- 10. Throughout the remainder of 2002 and 2003, MBC controlled decisions communicated to SEA STAR concerning EMERALD equipment. A June 10, 2002 letter from Scott Krieger of MBC to Thomas Holt, Sr. of EMERALD confirmed:

> Any money due from Sea Star for use of any of containers, gensets, and chassis previously leased by Emerald Equipment Leasing to NPR, Inc. and Holt Cargo Systems for a purpose other than completing shipments in progress on April 27 when Sea Star purchased certain assets of NPR and Holt Cargo shall be paid directly to MBC Leasing. Any money due from Sea Star for use of any of the Emerald Equipment to complete shipments in progress on April 27 shall be paid in accordance with the Memorandum that MBC understands exists between Sea Star and NPR, Holt Cargo, and possibly other affiliates to be allocated in accordance with the Bankruptcy Court's ruling on the allocation of proceeds of sale to Sea Star.

A copy of the letter is attached as Exhibit "C". The following day Thomas Holt, Jr. requested that SEA STAR "remit a check in accordance with the attached letter from MBC Leasing, Corp." A copy of the letter is attached as Exhibit "D".

11. In a June 19, 2002 letter, MBC's attorney wrote:

At the hearing on the approval of the sale of assets of Holt Cargo and NPR to Sea Star, MBC sought a temporary restraining order to stop Sea Star from using any of the Emerald Equipment after closing. The Court, however, ruled that as long as Sea Star compensated the Debtors for such use and cooperated with Lessors and secured creditors in recovering their equipment once shipments in progress at the time of closing were completed, Sea Star would be permitted to use assets that it was not purchasing for purposes of completing shipments in process. Lessors and secured creditors were directed to assert their claims for use of their equipment after closing against the monies paid by Sea Star in the hands of Debtors.

...[F]unds due for use of the Emerald Equipment to complete shipments in process at the time of closing should be remitted to the Debtors and any additional funds due for use

of the Emerald Equipment after closing should be remitted directly to MBC

A copy of the letter is attached as Exhibit "E".

- 12. On September 28, 2002, MBC and SEA STAR entered into an Indemnity Agreement, which provides in part:
 - (a) "MBC is willing to indemnify SEA STAR against claims by COMPETING CLAIMANTS [defined to include EMERALD] on the terms and conditions set forth in this AGREEMENT to induce SEA STAR to pay MBC for the use of the EMERALD EQUIPMENT...on or after April 27, 2002 immediately."
 - (b) Upon execution of the Agreement, SEA STAR would remit to MBC payment "for each item of the EMERALD EQUIPMENT used during the period of April 27, 2002 through and including July 31, 2002...after deduction of such reasonable charges as are due to SEA STAR for storage and handling of EMERALD EQUIPMENT"
 - (c) Beginning August 31, 2002 and continuing on the last day of each succeeding month, "SEA STAR shall remit to MBC for each item of EMERALD EQUIPMENT in SEA STAR'S possession during that month or portion thereof compensation of the daily rates specified on the EMERALD SCHEDULE from the first day of the month through and including the earliest of: (a) the day on which SEA STAR purchases such item and pays the purchase price therefor; (b) the day on which SEA STAR makes such item available for removal from SEA STAR'S possession by MBC; or (c) the last day of the month after deduction of such reasonable charges as are due to SEA STAR for storage and handling of EMERALD EQUIPMENT...."
 - (d) "MBC acknowledges and agrees that the compensation rates set forth in 'Equipment Schedule A'...represent fair and reasonable compensation for the use of the EMERALD EQUIPMENT...and that provided SEA STAR pays the amounts specified in Section 1 of this AGREEMENT for each item of EMERALD EQUIPMENT...that it has used during the applicable period when and as due, subject to deductions specified in Section 1, MBC will assert no further claims against SEA STAR for compensation for the use of the EMERALD EQUIPMENT...by SEA STAR."
 - (e) "MBC acknowledges and agrees that if SEA STAR

enters into a Rental Agreement with EMERALD which is approved by MBC, in writing, MBC shall not interfere with SEA STAR'S right to use or possession of any EMERALD EQUIPMENT that is the subject of such agreement so long as SEA STAR complies with the terms and conditions of such agreement."

A copy of the Indemnity Agreement is attached as Exhibit "F".

- 13. On October 4, 2002, SEA STAR sent MBC a check in the amount of \$184,084.93 for per diem use of EMERALD equipment from April 27 through July 31, 2002, less storage and handling. Enclosed with the payment were per diem self-billing report summaries, corresponding to detailed self-billing reports previously submitted. Also enclosed were detailed invoices for storage and handling.
- 14. After MBC approved the contract form and substance, SEA STAR and EMERALD signed an Equipment Rental Agreement ("EMERALD Agreement"). The EMERALD Agreement is a maritime contract pertaining to equipment used in connection with carriage of cargo onboard vessels in maritime commerce. A copy of the EMERALD Agreement is attached as Exhibit "G".
- 15. Terms and conditions of the EMERALD Agreement, dated as of July 31, 2002, "cover equipment in use at various times commencing April 29, 2002." For each item of equipment, the EMERALD Agreement provides in pertinent part:
 - (a) The lease term "shall begin on the date of delivery to SEA STAR and ends on the date of off-hire
 - (b) Delivery "shall be effected and evidenced by signed and dated equipment interchange receipts".

- (c) SEA STAR shall redeliver equipment to EMERALD at Greenwich terminal, Philadelphia, Pennsylvania; SEA STAR terminal, Puerto Nuevo, San Juan, Puerto Rico; Greenwich terminal, Port of Jacksonville, Florida; or any other location as to which the parties have agreed in writing. At least 72 hours prior to actual redelivery, SEA STAR shall give EMERALD a written estimate of types and quantities of equipment which SEA STAR intends to redeliver at particular ports.
- (d) Upon redelivery the receiving terminal will execute an equipment interchange receipt. Equipment will be taken off hire, and rental charges will cease. If equipment is returned with damage exceeding the damage exclusion specified in Schedule "A", EMERALD will inform SEA STAR within 7 days after return.
- 16. After the closing with NPR, SEA STAR on-hired EMERALD equipment not involved in shipments in process on the date SEA STAR's use began. SEA STAR on-hired EMERALD equipment delivered to SEA STAR's leased premises after shipments in process on the date SEA STAR's use for a new cargo movement began.
- 17. SEA STAR redelivered on-hired EMERALD equipment in the following manner:
 - (a) Philadelphia, PA: Upon return to the Greenwich receiving terminal and execution of an equipment interchange receipt, also known as a trailer interchange receipt ("TIR"), after SEA STAR's use;
 - (b) <u>San Juan</u>, <u>P.R.</u>: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use;
 - (c) <u>Jacksonville</u>, <u>FL</u>: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use prior to August 1, 2002, as shown by self-billing reports delivered to MBC and EMERALD; upon return to the Greenwich receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use on and after August 1, 2002;

- (d) Other Designated Terminals: Upon return to the receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use.
- existed before August 1, 2002, since Jaxport had seized and locked the terminal after NPR ceased operations. SEA STAR arranged with Jaxport, and MBC paid, to rent acreage for temporary storage of redelivered EMERALD equipment. As of August 1, 2002, Greenwich occupied the former NPR terminal, where EMERALD equipment could be redelivered and stored. EMERALD equipment previously redelivered by SEA STAR and stored on the rented acreage eventually was moved to the Greenwich terminal.
- 19. EMERALD equipment located on SEA STAR's premises but not on-hired by SEA STAR remained in storage pursuant to the Sale Order and SEA STAR'S agreement with MBC. Throughout 2002 and 2003, MBC and EMERALD continued to utilize SEA STAR facilities for storage of EMERALD equipment that they were trying to sell to third parties. Despite demand EMERALD still has not removed all equipment from SEA STAR's terminal in Puerto Nuevo, San Juan, Puerto Rico.
- 20. SEA STAR has performed all conditions precedent required to initiate and maintain this action, or all such conditions have occurred.

COUNT I

SEA STAR reiterates its allegations in paragraphs 1

through 20 above and further states:

- 21. A dispute has arisen between SEA STAR and EMERALD as to the parties' rights and obligations under the EMERALD Agreement and the Sale Order. SEA STAR seeks a declaration of its rights and other legal relations under the EMERALD Agreement and the Sale Order. In particular, SEA STAR requests that the Court declare:
- (a) SEA STAR has no responsibility or liability for rental, damage, or loss of equipment subject to previous agreements between EMERALD and NPR that SEA STAR did not use pursuant to the EMERALD Agreement after closing of the asset purchase.
- (b) SEA STAR has no responsibility or liability to pay rent while EMERALD equipment was involved in shipments in process. For such equipment any SEA STAR on-hire and rental obligation began when SEA STAR signed an equipment interchange receipt or TIR for use--or other written evidence discloses SEA STAR's use at a particular time--after completion of a shipment in process.
- (c) Any SEA STAR on-hire and rental obligation for EMERALD equipment not involved in shipments in process began when SEA STAR signed an equipment interchange receipt or TIR for use--or other written evidence discloses SEA STAR's use at a particular time--on or after April 29, 2002.
- (d) SEA STAR has no responsibility or liability to pay rent for EMERALD equipment located and stored in a SEA STAR terminal as of or after closing and is entitled to compensation for storage after expiration of the 30-day grace period afforded for

EMERALD equipment.

- (e) Any SEA STAR on-hire and rental obligation for EMERALD equipment in the possession of or returned to third parties, such as non-SEA STAR depots, shipper pools, or shipper warehouses, as of and after closing began when SEA STAR signed an equipment interchange receipt, TIR, or other written order, removing such equipment from a depot or shipper pool or acknowledging receipt from a customer or delivering carrier for SEA STAR's use. Otherwise, SEA STAR has no responsibility and is not obligated to pay rent for such equipment.
- (f) SEA STAR's obligation to pay rent for EMERALD equipment on-hired by SEA STAR ended at the following times:
- (i) Philadelphia, PA: Upon return to the Greenwich receiving terminal at Packer Avenue and execution of an equipment interchange receipt or TIR after SEA STAR's use of particular equipment;
- (ii) <u>San Juan, P.R.</u>: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use of particular equipment;
- (iii) Jacksonville, FL: Upon return to the SEA STAR receiving terminal and execution of an equipment interchange receipt or TIR after SEA STAR's use prior to August 1, 2002, as shown by self-billing reports delivered to MBC and EMERALD; or upon return to the Greenwich receiving terminal on or after August 1, 2002 and execution of equipment interchange receipt or TIR after

SEA STAR's use of particular equipment;

- (iv) Other Designated Terminals: Upon return to the receiving terminal and execution of an equipment interchange receipt or a TIR after SEA STAR's use of particular equipment.
- (g) In regard to EMERALD equipment shipped to or located in the Dominican Republic, SEA STAR is not obligated:
- (i) To accept responsibility or pay rent for EMERALD equipment involved in shipments in process;
- (ii) To accept responsibility or pay rent for EMERALD equipment stored or seized by third parties as of the closing;
- (iii) To accept responsibility or pay rent for EMERALD equipment stored or seized by third parties after the closing, unless a signed equipment interchange receipt or TIR discloses SEA STAR's use on or after April 29, 2002.
- (h) SEA STAR has no responsibility or liability for equipment damage claims not reported by EMERALD within seven (7) days after redelivery.
- (i) SEA STAR has no responsibility or liability for EMERALD lost equipment claims unless such equipment was not involved in shipments in process and a signed equipment interchange receipt or TIR discloses SEA STAR's use on or after April 29, 2002.
 - 22. SEA STAR further requests that the Court declare:
- (a) EMERALD's monetary claims are limited by the terms of the Sale Order and the EMERALD Agreement.

- (b) SEA STAR is entitled to reimbursement or credit for rent paid or credited with respect to EMERALD equipment while such equipment was involved in shipments in process.
- (c) EMERALD is liable to pay SEA STAR for storage of EMERALD equipment on SEA STAR's premises.
- (d) EMERALD is liable to pay SEA STAR for carriage of EMERALD equipment onboard SEA STAR vessels at EMERALD's request.
- (e) EMERALD is liable to pay SEA STAR for goods and services provided in connection with EMERALD equipment.
- (f) EMERALD is obligated to effect immediate removal of all EMERALD equipment from SEA STAR's premises.

WHEREFORE, Plaintiff demands judgment against Defendant for declaratory and other relief, together with costs of Court.

COUNT II

SEA STAR reiterates its allegations in paragraphs 1 through 20 above and further states:

- 23. During 2003 and 2004, EMERALD entered into contracts of carriage with SEA STAR with respect to shipment of goods onboard SEA STAR vessels. SEA STAR issued and delivered bills of lading for such shipments.
- 24. EMERALD breached its maritime contracts by failing and refusing to pay amounts due.
- 25. As a result of such breaches, SEA STAR has sustained damage.

WHEREFORE, Plaintiff demands judgment against Defendant

for actual damages, together with prejudgment and postjudgment interest, and costs of Court.

COUNT III

SEA STAR reiterates its allegations in paragraphs 1 through 20 above and further states:

26. EMERALD owes SEA STAR \$92,318.05 that is due with interest commencing on the date of each bill of lading and invoice included in the SEA STAR account with EMERALD.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

COUNT IV

SEA STAR reiterates its allegations in paragraphs 1 through 20 above and further states:

27. EMERALD owes SEA STAR \$92,318.05 that is due with interest commencing on the date of each bill of lading and invoice for goods delivered and services provided to EMERALD.

WHEREFORE, Plaintiff demands judgment for damages against Defendant.

ARMSTRONG & MEJER, P.A. Suite 1111, Douglas Centre 2600 Douglas Road Coral Gables, FL 33134 Telephone: (305) 444-3355 Telefax: (305) 442-4300-

TIMOTHY J ARMSTRONG

1/3 PART 24, 965. CAGET 3500

BILL OF SALE (U.C.C. Sale)

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to Section 9-610 of the Maryland Uniform Commercial Code, Storage Transfer, LLC. ("SELLER"), as secured creditor of Emerald Equipment Leasing, Inc. ("DEBTOR"), for the sum One Hundred Fifty Seven Thousand Five Hundred Dollars U.S. (\$ 157.500.00), the receipt and adequacy of which are hereby acknowledged, has granted, sold, conveyed, and transferred and by these presents does grant, sell, convey and transfer unto Priority Ro Ro LLC.C/O E. T. Heinsen (the "BUYER"), whose address is George Washington Avenue, 353 Santo Domingo, DR. all of the DEBTOR'S interests and all of the SELLER'S right, title and interest, as secured creditor, in and to the assets listed on Exhibit A (collectively, the ASSETS").

The ASSETS are transferred to the BUYER by the SELLER "where is," in "AS IS" condition and with all faults, WITHOUT ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, to have and to hold the same unto the BUYER, its successors and assigns forever. There is no warranty relating title, to possession, quiet enjoyment or the like.

The BUYER executes this BILL OF SALE for purposes of acknowledging the foregoing disclaimers of warranties. The BUYER further executes this BILL OF SALE to confirm the agreement of the BUYER that any federal, state or local sales, excise, use, transfer, or other tax, if any, imposed on, or resulting from, the transfer of the ASSETS by the SELLER to the BUYER, and any penalties, interest, or other related charges, whether imposed upon the SELLER or the BUYER under applicable law, shall be the responsibility of the BUYER. The BUYER agrees to indemnify the SELLER and hold the SELLER harmless from all such taxes and related charges.

The laws of the State of Pennsylvania shall govern this BILL OF SALE.

EXHIBIT S.T.-9
ROBINS - 1/2/08 - gli

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PAGE 4/9

IN WITNESS WHEREOF, the SELLER has raused those presents to be executed, scoled and delivered in its name by its authorized representative on this 16 day of April, 2004.

SELLER

STORAGUTEANSPER, LLC.

Name: Arthle H. Davis Title: Authorized Agent

BUYER

PRIORITY BOATO LLC CAS E. T. HEINSEN

(SEAL)

BY: Name:

Title: :

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PAGE 1/1

Sr, Nestor Gonzalez Marine Express, Inc Mayaguez, PR

Fax 787-831-1810

Dear Nestor,

In response to our conversation of Thursday, April 29,2004 with regard to the hill of sale dated April 16,2004 we would suggest the following payment schedule

5/03/04 25,000.00 REZEIVED 24, 965.00
5/24/04 25,000.00
6/28/04 25,000.00
7/06/04 25,000.00

If you are agreeable to this payment schedule, we make this schedule part of the bill of sale.

Accepted by buyer

Priority Ro/Ro LLC

Accepted by seller

Storage Transfer, LLC

Arthur B Davis, Authorized Agent

Emerald Chassis		located with E T Heinsen	with E T	Heinsen		04/14/04	
Prefix N	Number		Year	MFG	Serial	Cost	
PRMC 04	045043		1976	Trailmobile	P30458	1,300,00	
PRMC 04	045245	capture.					
PRMC 04	045247	,	/ 1976	Trailmobile	P30662	1,300,00	
PRMC 04	045352	,	1976	Trailmobile	P30767	1,300.00	
PRMC 04	045491		1976	Trailmobile	P30906	1,300.00	2
PRMC 18	150111	capture					
PRMC 18	150118	capture					
PRMC 15	150227		1987	Loadcraft	1LDR45205HB873197	1,750.00	
PRMC 15	150306		1987	Loadcraft	1LDE45201HB873276	1,750.00	
	150396		/1987	Loadcraft	1LDR45202HB873366	1,750.00	
PRMC 15	150515		/1987	Loadcraft	1LDR4520XHB873485	1,750.00 /	
	150560		/ 1987	Loadcraft	1LDR45200HB873530	1,750.00	
	150608	capture	1987	Loadcraft			
PRMC 15	150617	,	/1987	Loadcraft	1LDR45207HB873587	1,750.00	
PRMC 15	150656		1987	Loadcraft	1DLR45202HB873626	1,750.00 /	
PRMC 15	150667	capture	1987	Loadcraft			
	150674		1987	Loadcraft	1LDR45204HB873644	1,750.00 /	
	150733		/1987	Loadcraft	1LDR45205HB873703	1,750.00 /	
	150744		1987	Loadcraft	1LDR4520XHB873714	1,750.00	
PRMC 15	150843	ý	/ 1987	Loadcraft	1LDR45201HB873813	1,750.00	
PRMC 15	150851	capture	/ 1987	Loadcraft			
PRMC 15	150925		1987	Loadcraft	1LDR45207HB873895	1,750.00 /	
PRMC 15	150926		/ 1987	Loadcraft	1LDR45209HB873896	1,750.00 /	
	150957	7	/ 1987	Loadcraft	1LDR45205HB873927	1,750.00 /	
	151040		1987	Loadcraft	1LDR45201HB874010	1,750.00 /	_
PRMC 15	151132		1987	Loadcraft	1LDR45206HB874102	1,750.00 /	9
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Year MFG Serial 1987 Loadcraft 1LDR45200HB874413 1987 Loadcraft 1LDR45204HB874172 1987 Loadcraft 1LDR45205HB874172 1988 Loadcraft 1LDR452R5JB900752 1988 Loadcraft 1LDR452R5JB900841 1988 Loadcraft 1LDR452R5JB900841 1988 Loadcraft 1LDR452R5JB900897 1988 Loadcraft 1LDE40204HB870078 1987 Loadcraft 1LDE40204HB870177 1987 Loadcraft 1LDE40204HB870177 1987 Loadcraft 1LDE40208HB870734 1987 Loadcraft 1LDE40208HB871409 1987 Loadcraft 1LDE40209HB871409 1987 Loadcraft 1LDE40209HB871515 1987 Loadcraft 1LDE40206HB871552 1987 Loadcraft 1LDE40206HB871552 1987 Loadcraft 1LDE40206HB871752 1987 Loadcraft 1LDE40208HB871752 1987 Loadcraft 1LDE40208HB871753	Emerald Chassis lo	Chassis	located	cated with E T Heinsen	Heinsen		04/14/04	
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151162 √ 1987 Loadcraft 1LDR45204HB874132 151202 1987 Loadcraft 1LDR45205HB874172 151228 1987 Loadcraft 1LDR45201HB874198 151234 √ 1988 Loadcraft 1LDR452R5JB900754 151254 √ 1988 Loadcraft 1LDR452R5JB900841 151254 √ 1988 Loadcraft 1LDR452R5JB900841 151377 √ 1988 Loadcraft 1LDE40206HB870018 170017 1987 Loadcraft 1LDE40207HB870173 170017 √ 1987 Loadcraft 1LDE40204HB870173 170017 √ 1987 Loadcraft 1LDE40204HB870177 170024 capture ✓ 1987 Loadcraft 1LDE40203HB870747 170033 capture ✓ 1987 Loadcraft 1LDE40209HB871230 170436 ✓ 1987 Loadcraft 1LDE40209HB871409 171408 ✓ 1987 Loadcraft 1LDE40209HB871752 17151 ✓ 1987 Loadcraft 1LDE40208HB871753 171751 ✓ 1987		151143	/	/ 1987	Loadcraft	1LDR45200HB874113	1,750.00	
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151228 1987 Loadcraft 1LDR45201HB874198 151232 / 1988 Loadcraft 1LDR452R5JB900774 151254 / 1988 Loadcraft 1LDR452R5JB900841 151321 / 1988 Loadcraft 1LDR452R5JB900841 151377 / 1988 Loadcraft 1LDR452R5JB900897 151460 capture Loadcraft 1LDR452RXJB900897 170017 / 1987 Loadcraft 1LDE40202HB870078 170077 / 1987 Loadcraft 1LDE40202HB870177 170077 / 1987 Loadcraft 1LDE4020XHB870777 170077 / 1987 Loadcraft 1LDE4020XHB870777 170073 / 1987 Loadcraft 1LDE4020XHB870777 170733 capture / 1987 Loadcraft 1LDE40203HB871409 171408 / 1987 Loadcraft 1LDE40203HB871616 171408 / 1987 Loadcraft 1LDE40208HB871752 171451 / 1987 Loadcraft 1LDE40208HB871752 171751 / 1987 Loadcraft		151202		1987	Loadcraft	1LDR45205HB874172	1,750.00	
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170176 4 1987 Loadcraft 1LDE40204HB870177 170224 capture / 1987 Loadcraft 170371 170371 capture / 1987 Loadcraft 1LDE4020XHB870734 170733 / 1987 Loadcraft 1LDE40208HB870747 170734 / 1987 Loadcraft 1LDE40208HB870747 170933 capture / 1987 Loadcraft 1LDE40204HB871409 171408 / 1987 Loadcraft 1LDE40203HB871515 171514 / 1987 Loadcraft 1LDE40208HB871752 171752 / 1987 Loadcraft 1LDE40208HB871753 171752 / 1987 Loadcraft 1LDE40208HB871753 171752 / 1987 Loadcraft 1LDE40208HB871753 171952 / 1987 Loadcraft 1LDE40208HB871753		170172	7	1987	Loadcraft	1LDE40207HB870173	1,650.00	
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171433 capture 1987 Loadcraft 1LDE40203HB871515 17151 7 1987 Loadcraft 1LDE40206HB871752 171752 1987 Loadcraft 1LDE40208HB871753 171915 capture 7 1987 Loadcraft 171989 capture 7 1987 Loadcraft	_	171408		1987	Loadcraft	1LDE40204HB871409	1,650.00	
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171751 1987 Loadcraft 1LDE40206HB871752 171752 1987 Loadcraft 1LDE40208HB871753 171915 capture / 1987 Loadcraft 171989 capture / 1987 Loadcraft		171514		1987	Loadcraft	1LDE40203HB871515	1,650.00	
171752 1987 Loadcraft 1LDE40208HB871753 171915 capture / 1987 Loadcraft 171989 capture / 1987 Loadcraft	_	171751		1987	Loadcraft	1LDE40206HB871752	1,650.00	
171915 capture / 1987		171752		1987	Loadcraft	1LDE40208HB871753	1,650.00	
171989 capture / 1987		171915	capture	/ 1987	Loadcraft			
		171989	capture	/ 1987	Loadcraft			

Emerak	Emerald Chassis I		with E T	ocated with E T Heinsen		04/14/04	
Prefix	Number		Year	MFG	Serial	Cost	
PRMC	172279 L		1987	Loadcraft	1LDE40207HB872280	1,650.00	
PRMC	172404~		1987	Loadcraft	1LDE40201HB872405	1,650.00	
PRMC	172538	capture	1987	Loadcraft			
PRMC	172750	capture	1987	Loadcraft			
PRMC	172843		1987	Loadcraft	1LDE40205HB872844		
PRMC	172871	172871 capture	1987	Loadcraft		1,650.00	
PRMC	172944	9	/ 1987	Loadcraft	1LDE40200HB872945	1,650,00	
PRMZ	085146		/1979	Budd	184603L	1,300.00	
PRMZ	088389		/ 1980	Bertolini	B41322	1,300.00	
PRMZ	173662		/ 1981	Bertolini	1BZ2C4124BT003029	1,300.00	
UFCC	072495		1976	Strick	P615314	1,300,00	
UFCC	085642		1979	Bertolini	B35884	1,300.00	
UFCC	700900	· ·	/ 1978	Theurer	N58239	1,300.00	
				-	TOTAL PAYABLE	79,750.00	
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		Total	Payable	7 040 00	1,650.00	1.650.00	1,650.00	1,550.00	1,550.00	1,550.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
		Equipment	Cost	4 200 00	1 300.000	1.300.00	1,300.00	1,200.00	1,200.001/	1,200.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00
		Capture	Cost	9	\$ 350.00	1	\$ 350,00	\$ 350.00	į.	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350,00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	ł	\$ 350,00
			Serial	D20494	P30541	P30660	P30728	1LDC23202HB875960	1LDC23203HB876003	1LDC23207HB876327	1LDR45208HB873081	1LDR45200HB873088	1LDR4520XHB873552	1LDR45206HB873578	1LDR45207HB873637	1LDR45201HB873777	1LDR45207HB873797	1LDR45200HB873821	1LDR45209HB873865	1LDR45203HB874123	1LDR452R8JB900980	1LDR45209HB874157	1LDE4020XHB870037	1LDE40201HB870038	1LDE4020XHB870040	1LDE40200HB870225	1LDE40202HB870372	1LDE40207HB870626
It	uan		Mfg	Trailmobile	Trailmobile	Trailmobile	Trailmobile	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft	Loadcraft
luipmer	in San Ju		Year	1976	1976	1976	1976	1987	1987	1987	1987	1987	1987	1987	1987	1987	1987	1987	1987	1987	1988	1987	1987	1987	1987	1987	1987	1987
Emerald Owned Equipment	captured i		Number	045076	045126	045245	045313	120079.	120122	120446	1501111	150118	150582	150608	150667	150807.	150827:	150851	150895	151153	151460	151187,	170036	170037	170039 -	170224	170371	170625
Emerald	Chassis		Prefix	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC	PRMC

Emerald	Emerald Owned Equipment	luipmer	14						_
Chassis	Chassis captured in San	: !	Juan						
			,		Capture	Equipment	Total		
Prefix	Number	Year	Mfg	Serial	Cost	Cost	Pavable		
PRMC	170843	1987	Loadcraft	1LDE40206HB870844	\$ 350.00	1,650.00	2.000.00		
PRMC	170933	1987	Loadcraft	1LDE40207HB870934	\$ 350,00	1,650,00	2,000.00		
PRMC	171220	1987	Loadcraft	1LDE40208HB871221	\$ 350.00	1,650,00	2,000.00		
PRMC	171433	1987	Loadcraft	1LDE40203HB871434	\$ 350.00	1,650.00	2,000.00		
PRMC	171531	1987	Loadcraft	1LDE40203HB871532	\$ 350,00	1,650.00	2,000.00		
PRMC	171915	1987	Loadcraft	1LDE4020XHB871916	\$ 350.00	1,650.00	2,000.00		
PRMC	171989	1987	Loadcraft	1LDE40200HB871990	\$ 350.00	1,650.00	2,000.00		
PRMC	172018	1987	Loadcraft	1LDE40207HB872019	\$ 350.00	1,650.00	2,000.00		
PRMC	172436	1987	Loadcraft	1LDE40203HB872437	\$ 350.00	1,650.00	2,000.00		
PRMC	172538	1987	Loadcraft	1LDE40200HB872539	\$ 350.00	1,650.00	2,000.00		
PRMC	172750	1987	Loadcraft	1LDE40209HB872751	\$ 350.00	1,650.00	2,000.00		
PRMC	172871	1987	Loadcraft	1LDE4020XHB872872	\$ 350.00	1,650.00	2,000.00	2	
PRMC	172895	1987	Loadcraft	1LDE40202HB872896	\$ 350.00	1.650.00	2,000.00		
PRMZ	040111	1977	Budd	149803L	\$ 350.00	1,300.00	1,650.00		`
TXXZ	171527	1979	Strick	P631989	\$ 350.00	1,300.00	1,650.00	1	>
					CI				
				TOTAL PAYABLE			77.750.00		
				-					
						T			

BILL OF SALE (U.C.C. Sale)

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to Section 9-610 of the Maryland Uniform Commercial Code, Storage Transfer, LLC. ("SELLER"). as secured creditor of Emerald Equipment Leasing, Inc. ("DEBTOR"), for the sum Seventy Three Thousand Seven Hundred Fifty Dollars U.S. (\$ 73.750.00), the receipt and adequacy of which are hereby acknowledged, has granted sold, conveyed, and transferred and by these presents does grant, sell, convey and transfer unto Priority Ro Ro LLC,C/O E. T. Heinsen (the "BUYER"), whose address is George Washington Avenue, 353 Santo Domingo, DR. all of the DEBTOR'S interests and all of the SELLER'S right, title and interest, as secured creditor, in and to the assets listed on Exhibit A (collectively, the ASSETS").

The ASSETS are transferred to the BUYER by the SELLER "where is," in "AS IS" condition and with all faults, WITHOUT ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED. INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, to have and to hold the same unto the BUYER, its successors and assigns forever. There is no warranty relating title, to possession, quiet enjoyment or the like.

The BUYER executes this BILL OF SALE for purposes of acknowledging the foregoing disclaimers of warranties. The BUYER further executes this BILL OF SALE to confirm the agreement of the BUYER that any federal, state or local sales, excise, use, transfer, or other tax, if any, imposed on, or resulting from, the transfer of the ASSETS by the SELLER to the BUYER, and any penalties, interest, or other related charges, whether imposed upon the SELLER or the BUYER under applicable law, shall be the responsibility of the BUYER. The BUYER agrees to indemnify the SELLER and hold the SELLER harmless from all such taxes and related charges.

The laws of the State of Pennsylvania shall govern this BILL OF SALE.

07-04-04 16:30 809 221 8686

T HEINSEN ->12156354771

Pag. 03

IN WITNESS WHEREOF, the SELLER has caused these presents to be executed, sealed and delivered in its name by its authorized representative on this 7 day of <u>April</u>, 2004.

SELIER

STORAGE TRANSFER, LLC.

BY: Colley (SEAL)

Name Arthur B. Davis
Title: Authorized Agent

BUYER

PRIORITY ROBOLLC C/O E. T. HEINSEN

Name FORW T. Hewsen

:(SEAL)

Tillo arcicount for Purit

Page 61 of 67

April 7, 2004

Schedule A

Sold to Priority Ro/Ro LLC C/O E. T. Heinsen Delivered from San Juan, P. R.

- (2) 40' Chassis
- (1) 20' Container
- (11) 45' Containers
- (22) Referigerated Containers
- (25) 40° Containers

Individual unit numbers per attached schedule.

Total amount due

\$ 73,750.00

Wire funds to

Account of Storage Transfer, LLC Account number 9419286790 Fleet Bank 616 Old York Road Jenkintown Pa. 19046

ABA #021202162

ביונייו סמון שממון כיאוופט די	List of equipment in call stail owned by Linelan Equipment Leasting	Cant, Cost	Captured cost	lotal cost
to be sold to E.T. Heinsen				
2202000200		טט טט		00 000
450604 45'		800.00		00.000
595117 40 ref. V	captured	1,600,00	250.00	1.850.00
595136 40 ref. V		1,600.00		1,600,00
595169 40 ref. 🗸		1,600.00		1,600.00
595188 40 ref.		1,600,00		1,600.00
595235 40 ref.	captured	1,600,00	250.00	1,850.00
595382 40 ref.		1,600,00		1,600.00
595408 40 ref. V	captured	1,600.00	250.00	1,850.00
434 40 ref.	captured	1,600.00	250.00	1,850.00
595502 40 ref.		1,600.00		1,600,00
595513 40 ref.	captured	1,600,00	250.00	1,850.00
595540 40 ref. /	captured	1,600.00	250.00	1,850.00
595658 40 ref.		1,600,00		1,600,00
595563 40 ref.	captured	1,600.00	250,00	1,850.00
595715/40 ref.	captured	1,600.00	250,00	1,850.00
742 40 ref. V	captured	1,600.00	250,00	1,850.00
595749[40 ref.		1,600.00		1,600.00
595821 40 ref.		1,600.00		1,600,00
595863 40 ref. 🗸	captured	1,600,00	250,00	1,850.00
919 40 ref.		1,600,00		1,600.00
595934 40 ref.	captured	1,600,00	250.00	1,850.00
595981 40 ref.	captured	1,600.00	250.00	1,850.00
595994 40 ref.	captured	1,600,00	250.00	1,850.00
600166 40'st	captured	00'009	250.00	850.00
600309 40'st 💛		600.00		800.00
600531(40'st 🗸		90'009		600.00
600606 40'st	captured	00.009	250.00	850.00
600622 40'st </td <td>captured</td> <td>00'009</td> <td>250,00</td> <td>850.00</td>	captured	00'009	250,00	850.00
600679 40'st /loaded	captured	00'009	250.00	850.00
600699 40'st	captured	00'009	250.00	850.00
600723/40'st	captured	600.00	250.00	850.00
600738 40'st	captured	600.00	250.00	850.00
650013 45	captured	800,00	250.00	1,050,00
REU427145	hantirad	00 008	250.00	00 000 +

																											total	lo	L		350 2,000,00		73,750,00	
																											price captured	50.00			1,650,00 3	-		
00.000,1	1,050.00	1,050.00	1,050.00	800.00	1,050.00	800,00	800.00	950.00	950.00	700,00	950.00	950.00	700.00	950.00	00'056	700.00	700.00	950.00	700.00	00'009	00.009	950.00	700.00	69,750.00				GO DR 5/25/02	sold 8/19/02	sold 8/19/02	GI DR 5/3/02			
00'062	250.00	250.00	250,00		250,00			250,00	250,00		250,00	250.00		250.00	250,00			00'092				250.00		8,750.00		-		Emerald			Emerald			
800.00	800.00	800,00	800.00	800,00	800,00	800.00	800,00	700.00	700.00	200,007	200,007	700.00	700.00	700.00	700.00	700.00	700,00	700.00	700.00	00,009	00'009	700,00	700,00	61,000.00				T212172	T212084	T212396	T212254			
captured	captured	captured	captured		captured			captured	captured		captured	captured		captured	captured		:	captured				captured						captured	captured	captured	captured			manan piropahangan mangangangan at a sasah sasah sasah sasah sasah sasah sasah sasah sasah sasah sasah sasah s
0	၁	oaded	0	,	0			loaded	0		0	0		√loaded o	0			0				oaded	loaded					Loadcraft			Loadcraft		chassis	
ņ	5'	.5.	5.	5	5.	5.	5.	:0.HC	10'HC	7 OH.0	C OH.O	O.H.C	O'HC		V ⊃H.0:	O'HC) OHO	0'HC Z	O'HC	C 18.04	/^ LS.0⊁	40HC	40HC					ş	¥	γ̈́	ok √		ainers and	
650528 45	650805 45	650811 45	650884 45	653049 45	653105 45	653131 45	653395 45	673114 40'HC	673234 40'HC	673267	673323 40'HC	673533 4	674092 40'HC	674104 40'HC	674227 40'HC	674366 40'HC	674576 40'HC	674686 40'HC	674712 40'HC	600055-6 4		•	674019-3 4			hacele in San Inan) Odil Oddi	170933	171230	171731	171989		Total payable for containers and chassis	
PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU	PRMU			Chacele in	20000						Total paya	

Lorraine Robbins

To: theinsen@Codetel.net.do

04/07/04 02:32 PM

cc:

Subject: Emerald Equipment

Dear Teddy

I have attached the bill of sale, including the list of equipment we are selling to you at this time. Please sign and return to us via fax 215-635-4771 at once.

We have provided the information for the wire transfer of funds and expect that you shall live up to your agreement and wire the funds on 4/8/04.

For your convenience we have also faxed a copy of this bill of sale to your office.

Based on your agreement and assurance of the above we have released the loaded containers At Priority in San Juan.

Best Regards

Arthur

W

April 7 do hill of sale 3 d



MAY 11,2004 ALTULO MANUEL

PLEASE DO NOT RELEASE ANY OF THE

EMERED S EQUIPMENT FROM YOUR LOCATION

IN SAN JUAN WITHOUT MY SPECIFIC

RELEASE BY EITHER EMAL OR FAX

THANK YOU

ALL A SOUND

E 005009

Legan Branch Consolidation of the Consolidation of

Arthur Davis/holtoversight 08/11/04 07:31 AM

To arooks@seastarline.com

C¢

bcc ale1234@aol.com Subject Chassis at San Juan

Andy

Lunderstand there are some 40' Emerald chassis at your terminal in San Juan. Please allow Jose' Duenas from Duenas Trailer to inspect these chassis. If he decides to purchase these chassis, the terminal costs for TIR, stacking and gate will be for their account. I will keep you advised.

Thank you

Arthur

EXHIBIT S.T.-17
ROBINS - 1/2/08 - gli

NUMBER 10

€ 005887



Arthur Davis/holtoversight 08/19/04-02:15 PM

To ARooks@seastarline.com

СĊ

bcc

Subject Emerald Equipment San Juan

Andy:

I understan the following units are located at the SSL terminal in SJU. Please release this equipment to Transporte Rivera Collazo. Collazo is responsible for the payment of any and all charges for the Terminal, loading, gate, etc.

Unit numbers are as follows:

Chassis

PRMC 045326, 171112, 172619, 172713, 172811, 172834, 172922

PRMZ 010794, 085419, 089723, 177605

Containers

PRMU 595862, 595124, 595048, 595875, 595546, 595009

595143, 595062, 595586, 595393, 595736

In the event you have any questions in regard to this matter, please fell free to contact me at 215-205-3027.

Regards

Arthur

E 005888